

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 13, 2024

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson - Senior Pastor Vic Pruett, Holly Hill Church of Christ
- c. Pledge of Allegiance

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

- 1. Minutes - July 23, 2024 Budget Workshop and July 23, 2024 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. 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 -2024-R-51 A Resolution of the City Commission of the City of Holly Hill, Florida, Increasing the “Not to Exceed” Purchasing Authority with Hydra Services, Inc., to \$155,000 for Lift Station Pumps, Repairs and Parts, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2024-R-52 A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring Identified Items as Surplus and Authorizing the Recycling of Information Technology Zone Director and Hewlett Packard (HP) Computers and the Scrapping of 2004 Ford Ranger Vehicle 110 and 2006 Ford F-150 Vehicle 3; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. Boys & Girls Club Lease Agreement Extension Executing the First of Three (5) Year Extensions
(Requested by Joseph Forte, City Manager)
- 4. Team Volusia - Economic Development Agreement FY24-25
(Requested by Valerie Manning, City Clerk)
- 5. Final Agreement Extension Between the City of Holly Hill and Arrow Service and Towing
(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Resolution –2024-R-53 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the National Association of Government Employees of Holly Hill (N.A.G.E.) Local 05-025 October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
2. Resolution –2024-R-54 A Resolution of the City of Holly Hill, Florida, Establishing a Policy for the Use of the City’s Social Media Sites that the Comment Function Shall be Deactivated; Providing for Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
3. Resolution –2024-R-55 A Resolution of the City of Holly Hill, Florida, Creating the First Amendment to the Contractor for Solid Waste Collection, Disposal and Transportation, Providing for Conflicting Resolutions; Providing for Severability; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS - NONE

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

3.1

**City Commission
Agenda Item**

MEETING DATE: August 13, 2024
FROM: Valerie Manning
SUBJECT: Minutes - July 23, 2024 Budget Workshop and July 23, 2024
Regular City Commission Meeting
NUMBER: (ID # 4575)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 23, 2024 Budget workshop and the regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 23, 2024 - Workshop - General Budget (PDF)
- Minutes - July 23, 2024 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 23, 2024

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

1. CALL TO ORDER

a. Roll Call

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

2. GENERAL FUND

1.

Governmental Funds Budget Workshop

(Requested by Michele Moore, Finance)

Michele Moore, Finance Director shared the following PowerPoint with the Mayor, City Commissioners and staff as it pertains to the FY2025 Governmental Funds Budget. The following slides were presented. (The slides in their entirety are available online within the agenda packet).

Tax Millage Summary

- Taxable Property Value is \$1,001,260,939 an increase of 8.66% over last year \$921,446,258.

Governmental Activities NET Position (Governmental Activities Fund Balance), General Fund Revenue and Expenditures 2021-2025 - (please refer to agenda packet for graph)

FY2025 Proposed General Fund Revenue Budget

Attachment: Minutes - July 23, 2024 - Workshop - General Budget (4575 : Minutes)

	FY2023 Actual	FY 2024 Original Budget	FY 2025 Request
Revenue			
Ad Valorem	\$3,502,586	\$3,594,773	\$4,019,329
Other Taxes	\$1,088,467	\$1,077,774	\$1,083,438
Utility Tax	\$2,099,805	\$2,047,000	\$2,062,184
State Share	\$965,040	\$842,458	\$921,061
Local Business	\$190,158	\$201,000	\$201,000
Franchise Fees	\$997,715	\$831,000	\$823,000
Grants	\$128,795	\$129,562	\$5,000
Permits & Fees	\$53,108	\$65,475	\$65,475
Admin Fees	\$1,793,607	\$1,833,484	\$1,841,424
Misc & Interest	\$766,860	\$190,334	\$459,586
Charges for Services	\$154,407	\$136,896	\$136,896
Prior Year Carry Forward	\$0	\$0	\$610,088
Total	\$11,740,548	\$10,949,756	\$12,228,481

FY2025 Proposed General Fund Revenue (pie chart version) - (please refer to agenda packet for pie graph)

FY2025 General Fund Expenditures

Expenditure by Activity	FY 2022 Actual	FY 2023 Actual	FY 2024 Original Budget	FY 2025 Proposed Budget
LEGISLATIVE	162,596	117,363	178,891	205,640
EXECUTIVE	445,464	410,575	569,764	666,245
FINANCE	681,951	395,691	761,742	813,679
CUSTOMER SERVICE	361,729	389,525	492,869	539,837
INFORMATION TECHNOLOGY	501,727	468,549	564,474	585,819
HR	176,723	175,618	215,503	245,188
POLICE	2,732,985	2,183,381	3,088,062	3,533,292
FIRE	1,502,127	1,237,913	1,897,577	1,947,054
COMMUNITY DEVELOPMENT	296,517	288,647	374,533	464,973
ROADS & STREETS	363,240	333,479	562,865	713,598
FLEET	226,602	216,818	330,772	337,414
BUILDING & GROUNDS	1,061,149	1,002,415	1,247,314	1,310,711
NON-DEPARTMENTAL	5,011,812	413,091	665,390	865,028
TOTAL EXPENDITURES	13,524,622	7,633,065	10,949,756	12,228,478

FY2025 Proposed General Fund Expenditures (pie chart version) - (please refer to agenda packet for pie graph)

Governmental Activities Expenditures By Activity - (please refer to agenda packet for graph)

FY2025 Fuel Tax Fund (002) - (please refer to agenda packet for graph)

FY2025 Permitting (004) - (please refer to agenda packet for graph)

FY2025 Proposed Fund (130) - CRA

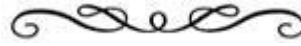
	FY2023 Actual	FY2024 Original Budget	FY2025 Request
Revenue			
Ad Valorem	\$2,952,535	\$2,940,806	\$3,256,335
Interest	\$166,443	\$17,400	\$57,517
Other	\$45,937		
Prior Year Carryover		\$70,208	
Total	\$3,164,915	\$3,028,414	\$3,313,852
Expenditures			
Police	\$158,128	\$300,348	\$322,114
Code Enforcement	\$46,931	\$43,570	\$64,261
Pictona	\$239,117	\$214,213	\$248,426
CRA Admin	\$468,077	\$838,356	\$612,186
Non-Departmental*	\$878,460	\$1,631,927	\$2,066,865
Total	\$1,790,713	\$3,028,414	\$3,313,852
* DEBT PAYMENTS \$849,750			
PROJECTS & TRANSFERS \$1,217,115			

FY2025 Capital Projects Fund (301) - (please refer to agenda packet for graph)

FY2025 Capital Projects

Air Conditioner Replacements	40,000
YMCA Air Conditioner Replacements	20,000
City Hall Vinyl Flooring	35,000
PW Admin Flooring	35,000
City Hall Electric (Lawn Center)	25,000
City Hall Parking Lot Resurfacing	175,000
PW Western Fence	28,000
Tennis Court Resurfacing - YMCA	15,000
Sunrise Park N, Dog Park Doors & Frames	42,000
7th Street Park Playground	102,966
Fleet A/C Machine	8,000
FUND 301 TOTAL	525,966

Mrs. Moore informed the Mayor and City Commissioners that they will adopt the maximum millage rate on tonight's regular agenda and then on Monday, September 9, 2024 the first public hearing will be at 6:00 PM and the final public hearing will be on Tuesday, September 24, 2024 at 6:00 PM in the City Commission Chambers.



3. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 23, 2024

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by Commissioner John Danio

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. BUDGET AGENDA ITEM - PUBLIC HEARING

1. -2024-R-50 Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2024; 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 Resolution 2024-R-50 in its entirety into the record:

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2024; 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, 2024; 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, 2024 is 5.9 (5.9 Per \$1,000.00). The FY2024 operating millage rate is 5.9 Mills, which is greater than the rolled-back rate of 5.4151 mills by 8.95%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 9, 2024, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [3 TO 1]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Penny, Danio, Johnson
NAYS:	Via
ABSENT:	Currie

RESOLUTION

2024-R-50

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; 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, 2024; 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, 2024; 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, 2024 is 5.9 (5.9 Per \$1,000.00). The FY2024 operating millage rate is 5.9 Mills, which is greater than the rolled-back rate of 5.4151 mills by 8.95%.

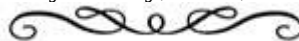
SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 9, 2024, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

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 23th day of JULY, 2024.

Enacted and approved this 23rd day of July, 2024, in Holly Hill



3. PRESENTATIONS

1.

Retirement Proclamation - Henry "JR" King - 33.5 Years of Dedicated Service to the City of Holly Hill

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



2.

Recognition to Michael Pickett, Caliber Inlet Customs

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



3.

Preferred Government Insurance Trust Award Recognition of Risk Management Professional of the Year 2024 - Jeaneen Witt, Human Resources Manager

(Requested by Valerie Manning, City Clerk)

Mike Marinar from Preferred Government Insurance Trust was present to give an "Award Recognition of Risk Management Professional of the Year 2024" - Jeaneen Witt, Human Resources Manager

RESULT: NO VOTE NEEDED



4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Gabriel Varga, Ormond Beach; Jim Legary, Holly Hill; Arthur Byrnes, Holly Hill; Michele Pelham, Holly Hill; Cheryl Palumbo, Holly Hill; Debra Snow, Holly Hill.

5. APPROVAL OF MINUTES

1.

Minutes - July 9, 2024 Workshop, Enterprise Funds and July 9, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of July, 2024, in Holly Hill



6. CONSENT AGENDA - NONE

None.

7. REGULAR AGENDA

1.

Request for a Lien Reduction - 1504 Mobile Avenue

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

Mayor Via asked if the applicant would like to come forward and speak.

Arthur Botting, applicant for 1504 Mobile Avenue spoke briefly to the Mayor and City Commissioners and was requesting for his lien reduction to go lower than what has been submitted by Mr. Forte to the amount of \$5,769.99. There was some discussion amongst the Mayor and City Commissioners and there was no consensus or interest in lowering the amount. The Mayor and City Commissioners were in favor of keeping it at \$9,518.21 as submitted by staff.

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

Enacted and approved this 23rd day of July, 2024, in Holly Hill



8. PUBLIC HEARINGS - NONE

None.

9. COMMUNICATIONS

A. City Manager Comments
None.

- B. City Attorney Comments
None.

- C. City Commission Comments
Commissioner Penny mentioned that this coming Thursday is the last day for the reading program at the school and that it has been very successful.

Commissioner Johnson mentioned that there is going to be a Buckee's Car Wash opening soon and the SunRail in DeLand.

- D. Mayor's Comments
Mayor Via mentioned that he and Mr. Forte, John Cox, and Brian Walker met with County Councilman Troy Kent about renewing the CRA and had some discussion about it. It appears that he's onboard but didn't say 100% that he was in support of it but didn't rule it out. Mayor Via introduced and welcomed John Philips, the Director at Pictona and he came forward and spoke briefly. The November 12th City Commission meeting will be the newly elected officials first meeting but he will still be there. His last meeting and Commissioner Danio's will be on October 22nd and they will do their farewells at that meeting. We look forward to seeing everyone there.

10. ADJOURNMENT

The meeting adjourned at approximately 7:20 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: August 13, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Increasing the “Not to Exceed” Purchasing Authority with Hydra Services, Inc., to \$155,000 for Lift Station Pumps, Repairs and Parts, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-51
APPLICANT:
PLANNER:

DISCUSSION:

On January 9, 2024, the City Commission approved purchases of ABS pumps, parts and repairs through Hydra Services in an amount not to exceed \$110,000 through resolution 2024-R-2. This resolution is included under “Exhibit A”. The \$110,000 amount included pump replacements in the amount of \$75,000 and sewer and force main repairs in the amount of \$35,000. Unfortunately, a submersible ABS pump serving a major lift station required an emergency pump replacement at a cost of \$24,607, causing the pump replacement authorization limit as specified to exceed its approved budget.

Due to this unforeseen circumstance, and in an effort to ensure that adequate funding remains in place through the end of the current fiscal year, staff requests that the authorized amount for ABS pumps, parts and repairs be increased to \$155,000, allowing for the pump replacements project 24WW03 to be increased to \$120,000.

FISCAL ANALYSIS:

The lift station pump replacement project 24-WW-03 is funded through general ledger account 407-8110-580-6300. There is adequate funding remaining in this account to increase the cost of lift station pumps replacements to \$120,000, therefore increasing the total “Not to Exceed” cost established with Hydra Services, Inc., to \$155,000.

STAFF RECOMMENDATION:

Approve an increased “Not to Exceed” purchasing authority with Hydra Services, Inc., to \$155,000 for lift station pumps, repairs and parts, 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 AN INCREASED “NOT TO EXCEED” PURCHASING AUTHORITY WITH HYDRA SERVICES, INC., FOR LIFT STATION PUMPS, REPAIRS AND PARTS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2024-R-2 (PDF)

Resolution No. 2024-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, INCREASING THE “NOT TO EXCEED” PURCHASING AUTHORITY WITH HYDRA SERVICES, INC., TO \$155,000 FOR LIFT STATION PUMPS, REPAIRS AND PARTS, 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, INCREASING THE “NOT TO EXCEED” PURCHASING AUTHORITY WITH HYDRA SERVICES, INC., TO \$155,000 FOR LIFT STATION PUMPS, REPAIRS AND PARTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires pumps, repairs and parts to maintain continuous sewer collection and wastewater treatment as required under the Florida Department of Environmental Protection permit; and

WHEREAS, the Holly Hill City Commission approved an annual purchase with Hydra Services, Inc., for lift station pumps, repairs and parts in an amount not to exceed \$110,000 annually through Resolution 2024-R-2; and

WHEREAS, the failure of the pump at a major lift station necessitated the emergency purchase of a lift station pump at a cost of \$24,607, causing the pump replacement project to exceed its approved budget; and

WHEREAS, adequate budget is available within the City sewer funds to increase the annual purchasing amount to \$155,000 for lift station pumps, repairs, and parts.

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 increasing the “Not to Exceed” purchasing authority with Hydra Services, Inc., to \$155,000 for lift station pumps, repairs and parts for the current fiscal year.

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 13th day of AUGUST, 2024.

Resolution No. 2024-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED \$110,000 ANNUALLY, 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 THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA, TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED \$110,000 ANNUALLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires pumps, repairs and parts services to maintain continuous sewer collection and wastewater treatment as required under the Florida Department of Environmental Protection permit; and

WHEREAS, Hydra Services, Inc., is a local service provider with an active Term Contract with Orange County, Florida (ITB# Y21-170-MV) for pumps, repairs and parts; and

WHEREAS, The City purchasing policy 2.39 states the City of Holly Hill may utilize piggy-back agreements for contract services; and

WHEREAS, adequate budget is available within the City utility sewer divisional funds to pay for the purchase of pumps, repairs and parts in an amount not to exceed \$110,000.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggy-back of Orange County, Florida (ITB# Y21-179-MV) contract with Hydra Services, Inc.

SECTION 2. That the Commission of the City of Holly Hill approve pumps, repairs and parts services from Hydra Services, Inc., in an amount not to exceed \$110,000 annually 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 9th day of JANUARY, 2024.



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

**City Commission
Resolution**

MEETING DATE: August 13, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring Identified Items as Surplus and Authorizing the Recycling of Information Technology Zone Director and Hewlett Packard (HP) Computers and the Scrapping of 2004 Ford Ranger Vehicle 110 and 2006 Ford F-150 Vehicle 3; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-52
APPLICANT:
PLANNER:

DISCUSSION:

Periodically, end of life equipment is retired and surplus. Three (3) Hewlett Packard (HP) computers and one (1) zone director have been identified as past the end of their useful lives. Staff recommend that these units be recycled through A-1 Assets.

A 2004 Ford Ranger Extended Cab vehicle number 110 has been identified by staff as no longer safe to drive due to an irreparably rusted frame. In addition, a 2006 Ford F-150 has a damaged engine block with repairs far exceeding the value of the vehicle. Neither of these vehicles are operable, and it is recommended that these units be surplus and scrapped.

A surplus request list is included under “Exhibit A”. Surplus request forms and pictures of vehicles are included under “Exhibit B”.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached exhibits as surplus and authorize the recycling of Information Technology zone director and computers and the scrapping of the 2004 Ford Ranger vehicle 110 and 2006 Ford F-150 vehicle 3 as identified.

COMMISSION GOAL:

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

MOTION:

DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZE THE RECYCLING OF INFORMATION TECHNOLOGY ZONE DIRECTOR AND COMPUTERS AND THE SCRAPPING OF THE 2004 FORD RANGER VEHICLE 110 AND 2006 FORD F-150 VEHICLE 3.

ATTACHMENTS:

- Attachment A - Inventory Disposal List (PDF)
- Attachment B - Inventory Suplus Forms Vehicles (PDF)

Resolution No. 2024-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY ZONE DIRECTOR AND HEWLETT PACKARD (HP) COMPUTERS AND THE SCRAPPING OF 2004 FORD RANGER VEHICLE 110 AND 2006 FORD F-150 VEHICLE 3; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING IDENTIFIED ITEMS AS SURPLUS AND AUTHORIZING THE RECYCLING OF INFORMATION TECHNOLOGY ZONE DIRECTOR AND HEWLETT PACKARD (HP) COMPUTERS AND THE SCRAPPING OF 2004 FORD RANGER VEHICLE 110 AND 2006 FORD F-150 VEHICLE 3; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department has identified three (3) computers and one (1) zone director as past their useful life; and

WHEREAS, the Public Works Department has identified a 2004 Ford Ranger vehicle #110 as past its useful life and no longer safe to drive and a 2006 Ford F-150 vehicle #3 as past its useful life with repair costs exceeding the value of the vehicle; and

WHEREAS, City staff recommend that Information Technology identified equipment be approved for recycling and that Public Works identified vehicles be approved to scrap.

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

SECTION 1. That the City Commission does hereby declare the Information Technology items identified as surplus and authorize the recycling of three (3) HP computers and a zone director.

SECTION 2. That the City Commission does hereby declare the Public Works 2004 Ford Ranger vehicle 110 and the Public Works 2006 Ford F-150 vehicle 3 as surplus and authorize the scrapping of these vehicles.

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

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

APPROVED AND AUTHENTICATED on this 13th day of AUGUST 2024.



Inventory Disposal Request Form

DATE : 8/05/2024

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
	2020000134	2023000021	HP Elitebook 850 G6	HP	7KK06UT#ABA	5CG0131RM7					IT	End of Service
	2023000040	1056	HP Prodesk 600 G2	HP	P5W00UT#ABA	2UA6021PQ					IT	End of Service
	2023000023	1057	HP Prodesk 600 G2	HP	P5W00UT#ABA	2UA60216N3					IT	End of Service
	2015000157		Ruckus Zone Director	Ruckus	ZD1200	231508000850					IT	End of Service
	2006001823	110	2004 Ford Ranger Extended Cab Vehicle 110	Ford	Ranger	1FTYR14U74PA78073		1/30/2004	\$14,065.00	\$0.00	PW	Frame Irreparably Rusted. Not Safe to Drive
	2006001840	3	2006 Ford F-150 Pickup	Ford	F-150	1FTRF12206NA86772		1/12/2006	\$10,903.00	\$0.00	PW	Engine Block Damaged, Cracked Head.

City Manager Signature/Date



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2004 Ford Ranger Extended Cab

Tag # 2006001823 **Serial #** 1FTYR14U74PA78073

Manufacturer Ford **Model #** F-150

Vehicle # 110

Reason for Request to Surplus: Vehicle is badly rusted and no longer safe to drive.

Recommend scrapping as this vehicle cannot be driven out of Public Works yard

Department: Public Works

Supervisor: Steven Juengst

Date: 2-Aug-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 01/30/2024; Purchase Cost: \$14,065.00; Book Value: \$0.00

Recommendation: Scrap

Approved Disposal Method: _____





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description 2006 Ford F-150 Pickup

Tag # 2006001840 **Serial #** 1FTRF12206NA86772

Manufacturer Ford **Model #** F-150

Vehicle # 3

Reason for Request to Surplus: Engine block damaged, cracked head. Repair far exceeds

value of the vehicle

Department: Public Works

Supervisor: _____

Date: 5-Aug-24

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date: 01/12/2006; Purchase Cost \$10,903.00; Book Value: \$0.00

Recommendation: Scrap

Approved Disposal Method: _____

Attachment: Attachment B - Inventory Surplus Forms Vehicles (2024-R-52 : Surplus of City Equipment)





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

**City Commission
Agenda Item**

4.3

MEETING DATE: August 13, 2024
FROM: Joseph Forte
SUBJECT: Boys & Girls Club Lease Agreement Extension Executing the First
of Three (5) Year Extensions
NUMBER: (ID # 4574)
APPLICANT:
PLANNER:

DISCUSSION:

The 20 year lease agreement, which began in September 1999, with the Boys & Girls Clubs of Volusia and Flagler Counties, will expire in September 30, 2024. The Holly Hill Boys & Girls Clubs desire to continue to lease the property located at 1044 Daytona Avenue.

The attached lease agreement is has been in effect since October 2019 and reflects the terms that are currently present between the Club and the City of Holly Hill. This renewal of the lease is for an initial (5) five year term with (3) three additional (5) five year renewals upon the approval of the City Commission. This will be the first (5) five year extension of the Agreement leaving two remaining 5 year terms available.

FISCAL ANALYSIS:

The City is responsible for trash collection, electric charges, and water and sewer charges for the leased premises and are included in the budget. The Club shall be responsible for other charges, including but not limited to, phone charges, sales and use taxes, ad valorem taxes and special assessments levied against the property

STAFF RECOMMENDATION:

Staff recommends the city commission approve renewing the lease agreement and authorize the city manager to execute the letter of renewal.

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:

**TO APPROVE THE ATTACHED RENEWAL LEASE AGREEMENT AS SUBMITTED
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH**

THE BOYS & GIRLS CLUBS OF VOLUSIA/FLAGLER COUNTIES.**ATTACHMENTS:**

- Boys & Girls Clubs Contract 09-24-2019 (PDF)
- Boys & Girls Clubs Agreement Extension August 13, 2024(PDF)
- Boys and Girls Club Lease Agreement - WORD DOC - August 2024 (PDF)



August 13, 2024

Joe Sullivan
Chief Professional Officer
Boys & Girls Clubs of Volusia/Flagler Counties
101 North Woodland Blvd.
DeLand, Florida 32720

Dear Mr. Sullivan,

In accordance with section 2: The term for which the Lessor leases said premises is five (5) years beginning October 1, 2019, at an annual rate of \$1.00 per year. This agreement may be extended for three (3) additional five (5) year periods upon the approval of the City Commission and the Boys & Girls Club of Volusia/Flagler County Board of Directors at least 60 days in advance of the termination date.

The City of Holly Hill is exercising its first of (3) three. (5) five year extensions on the same terms and conditions of the original agreement. All terms and conditions in the original agreement remain in full force and effect. However, the address of the facility is being changed from 1025 Hartford Ave to 1044 Daytona Ave in the Agreement.

The Agreement was presented to and approved by the City Commission at their regular City Commission Meeting on August 13, 2024.

Joseph Forte

City Manager

C. City Clerk, Valerie Manning
Michele Moore, Finance Director

**CITY OF HOLLY HILL
AND
BOYS & GIRLS CLUB
VOLUSIA / FLAGLER COUNTIES
LEASE AGREEMENT FOR
USE OF REAL PROPERTY**

THIS AGREEMENT, made on this 24th day of September, 2019, by and between the Boys & Girls Club of Volusia/Flagler Counties, hereinafter referred to as the “LESSEE”, and the City of Holly Hill, a municipal corporation, hereinafter referred to as the “LESSOR”.

WHEREAS, the Lessor is the owner of the property known as the Holly Hill Boys & Girls Club, located at ~~1025 Hartford~~1044 Daytona Avenue, Holly Hill, Florida.

WHEREAS, the Lessee desires to lease from the Lessor the property known as Holly Hill Boys & Girls Club subject to certain stipulated terms and conditions.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Lessor does hereby lease to Lessee that certain property hereinafter called “leased premises” constituting the property situated at 1025 Hartford Avenue, Holly Hill, Florida, Volusia County, known as the Boys & Girls Club, to be used to operate Lessee’s Boys & Girls Club of Holly Hill. Any facilities constructed or placed on the leased premises without prior written approval of the City Manager or designee as to design, construction, and location shall be removed or relocated at no cost to the Lessor within ten (10) days of written demand by the Lessor.
2. The term for which the Lessor leases said premises is **five (5) years beginning October 1, 2019**, at an annual rate of \$1.00 per year. This agreement may be extended for three (3) additional five (5) year periods upon the approval of the City Commission and the Boys & Girls Club of Volusia/Flagler County Board of Directors at least 60 days in advance of the termination date. The Lessor hereby reserves the right to use the leased premises as may be needed for all elections conducted in the City of Holly Hill.
3. Lessor hereby agrees to be responsible for trash collection, electric charges, and water and sewer charges for the leased premises. Lessee shall be responsible for other charges, including but not limited to, phone charges, sales and use taxes, ad valorem taxes and special assessments levied against the property.
4. The Lessee hereby agrees to have at least a Summer Program each year of this Lease Agreement on Monday thru Friday, 11:00 AM until 6:30 PM, for ages 8 through 17, or current high school students.

5. Upon approval of any facility construction plan by the City Manager or designee, Lessee shall have the right at any time during the term at its sole cost and expense, to affix and install personal property and equipment to or on the leased premises. Any furniture fixtures, equipment and other property installed in or affixed to or on the leased premises shall remain the property of the Lessee, and Lessor agrees that the Lessee shall have the right to remove any and all furniture, fixtures, equipment and other personal property prior to the termination of the term or extended term of this lease. The removal of the furniture, fixtures, equipment and other personal property shall be done in a manner that does not damage the leased premises, and upon termination of this lease, the leased premises shall be returned to the Lessor in at least as good a condition as when initially occupied by the Lessee, reasonable wear and tear excepted.
6. The Lessee shall not sublet the leased premises nor assign this lease without the written consent of the Lessor.
7. The Lessee will provide the Lessor on October 1st of each year of the agreement with a Certificate of Insurance of a comprehensive general liability insurance coverage in a policy amount of \$1,000,000 per person for bodily injury or death, for any one accident or occurrence with respect to the leased premises or arising out of the maintenance use or occupancy thereof, and naming the Lessor as the insured or as an additional insured with the Lessee. Lessee shall maintain this insurance at its sole cost.

The Lessor may, at its option, maintain fire, windstorm and other casualty insurance. All proceeds shall be payable and belong to the Lessor. In the event of damage or destruction to the demised premises, it shall be in the Lessor's sole discretion to rebuild or repair said structure. In the event the Lessor elects not to rebuild or repair said premises, this Lease Agreement shall be terminated as of the date of the damage was sustained.

8. The Lessee agrees that it will assume all risk and liability to itself, its agents, employees or assigns and who will hold harmless and indemnify the Lessor for any injury to persons or damage to property resulting from the conduct of the Lessee, its agents, participants, employees or assigns and or any loss, damage condition or expense resulting from the act or acts, negligence or failure to exercise proper precautions of and by the Lessee or its own agents, participants, employees or assigns while occupying the leased premises, and that it will assume all risk and liability to the participants in the Boys & Girls Club of Volusia/Flagler County and will hold harmless, and indemnify the Lessor from all claims of or by such participants, except for claims arising out of the negligence of the Lessor.
9. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of the Lessor, beyond and statutory limited waiver, which may have been adopted by the Florida Legislature and nothing in this agreement shall insure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity.

10. The Lessee shall be responsible for all maintenance and repairs of the interior of the leased premises, including but not limited to windows, air conditioners, ceiling and all walls in the interior of the structure. The Lessor shall remain responsible for the maintenance and all repairs to the outside of the leased premises, including the roof and walls on the outside of said structure, and the maintenance of grounds, except that the Lessee shall be responsible for the fenced in area.
11. Lessee hereby agrees not to compete against the Lessor for any federal, state or local grants for the leased premises and the Lessor shall be responsible for filing applications for grant proceeds and the grant proceeds will belong to the Lessor. The Lessor and Lessee shall execute a separate agreement that will address how the grant proceeds are disbursed and compliance with said separate agreement will be considered a term and condition of this Lease Agreement. Lessee shall not be prohibited from applying for grant proceeds to be used at the other facilities operated by the Lessee.
12. The Lessee shall at all times of operation, as outlined above, maintain a minimum staffing level of one (1) full-time employee and two (2) assistants. The Lessor has the right to approve the Unit Director for the leased premises. The approval shall not be unreasonably withheld. The Holly Hill Police Department shall have the right to perform criminal background checks on all employees and volunteers of the Lessee that will be used in the operation at the leased premises.
13. The Lessee shall have the right to have reasonable office space in the leased premises at a location to be determined by the Lessor.
14. All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the property party at the following address:
Lessee: Executive Director, Boys & Girls Club of Volusia/Flagler County, 1025 Hartford Avenue, Holly Hill, Florida, 32117; Lessor: City Manager of the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117.
15. This lease constitutes the sole and only agreement between the parties hereto and supersedes any prior oral, or written agreement.
16. No amendment, modification or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties to the agreement.
17. Either party has the right, with or without cause, to terminate this lease agreement by delivering to the other party in person or by U.S. registered or certified mail, on or before

sixty (60) days from the intended date of termination of this agreement, written notice of intent to terminate this lease agreement.

18. The individuals executing this lease agreement hereby represent that each has been properly authorized to enter into this agreement on behalf of their respective governing authorities.
19. In any action involving this Lease Agreement, the venue shall be in State Court Seventh Judicial Circuit, Volusia County, Florida.
20. In the event of any litigation regarding this Lease Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs incurred.

CITY OF HOLLY HILL, FLORIDA

**BOYS & GIRLS CLUBS OF
VOLUSIA/FLAGLER COUNTIES**

Joseph A. Forte, City Manager

Joseph Sullivan, Executive Director

Date: _____

Date: _____



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

**City Commission
Agenda Item**

4.4

MEETING DATE: August 13, 2024
FROM: Valerie Manning
SUBJECT: Team Volusia - Economic Development Agreement FY24-25
NUMBER: (ID # 4584)
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2024-2025 with Team Volusia.

They have reflected the program requirements of the 2023-2024 agreement, as well as, updated the population figures which was obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) 2023 Population Studies Program.

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

FISCAL

ANALYSIS:

This agreement is contingent upon the approval of the FY2024-25 budget appropriation. The calculation is \$.60 per capita per the BEBR report. For Fiscal year 2024-2025 in the amount of \$7,804.80 budgeted in CRA fund 130-5510-552-5400.

STAFF RECOMMENDATION:

Approve the FY24-25 Economic Development Agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE FY24-25 TEAM VOLUSIA COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT AND AUTHORIZE THE MAYOR, CITY MANAGER AND CITY CLERK TO EXECUTE THE DOCUMENT.

- Team Volusia Letter to COHH FY24-25 Economic Development Agreement (PDF)

- Cooperative Economic Development Agreement with Team Volusia FY24-25 (PDF)



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

July 15, 2024

Dear Joe:

As the City of Holly Hill enters the 2024/2025 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 2023/2024 agreement, as well as updated population figures which we obtained from the University of Florida's Bureau of Economic Business Research (BEBR) 2023 Population Studies Program. This site is located at <http://www.behr.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 was certified for the first time as an Accredited Economic Development Organization by the International Economic Development Council – a recognition that only 81 EDOs out of 5,000 across North America have achieved – and our new 5-year strategic plan, *TeamVolusia 2030*, was adopted and announced.

Over the past 13+ 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
P. 386-265-6332
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114



COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 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 2024-2025 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, 2024. 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.

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

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, 2024 and shall continue in force for a one-year period ending September 30, 2025. 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 (1/4th) 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.

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 _____ 2024.

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: 7/16/2024

Title: President + CEO

Attest: Deborah A. Robbins Date: 7/16/2024



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

4.5

**City Commission
Agenda Item**

MEETING DATE: August 13, 2024
FROM: Valerie Manning
SUBJECT: Final Agreement Extension Between the City of Holly Hill and
Arrow Service and Towing
NUMBER: (ID # 4593)
APPLICANT:
PLANNER: Byron K. Williams

DISCUSSION:

The Towing Company Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The original contract was awarded to Arrow Service and Towing on March 1, 2021 and expired on September 30, 2023. The contract has allowed two (2) one-year extensions.

The Holly Hill Police Department would like to exercise the option of the final one-year extension effective October 1, 2024 and will expire September 30, 2025.

The extension would allow the City to receive \$2,005.41 per month for a total of \$24,064.92 for the FY 24/25 year.

FISCAL ANALYSIS:

This is a revenue generating contract that would provide benefit to the city each year the contract is in effect.

STAFF RECOMMENDATION:

Accept and approve entering into the final one-year extension Towing Agreement Contract with Arrow Service and Towing.

COMMISSION GOALS:

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

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

MOTION:

APPROVE THE CITY'S ENTRY INTO THE FINAL ONE-YEAR EXTENSION WITH ARROW SERVICE AND TOWING EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, AND ALLOW THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE THE AGREEMENT.

- Memo - Towing Contract Extension - Arrow Towing (PDF)
- Fully Executed - Arrow Service & Towing Agreement - March 2021 (PDF)



HOLLY HILL POLICE DEPARTMENT

DATE: August 05, 2024

FROM: Byron Williams, Chief of Police

TO: Joe Forte, City Manager

SUBJECT: Extension of Towing Contract

On March 01, 2021, the City of Holly Hill entered into an agreement with Arrow Service and Towing to perform towing services under RFP 2021-PD-01. The term of the agreement was for a thirty (30) month period beginning March 01, 2021 and ending September 30, 2023. Also included in this agreement was a clause that stated *"...the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional 12-month periods. The first contract or 12-month extension of this clause will be expiring on September 30, 2024, and the second of these extensions is to be given consideration beginning on October 01, 2024 and ending on September 30, 2025."*

As of this time, all payments from Arrow Service and Towing have been received on time. The interactions with staff at Arrow Service and Towing and officers have been consistently professional and efficient. Their response times from officer requests' have also been acceptable. They have demonstrated a high level of cooperation and responsiveness in addressing any issues or requests from the City.

Given the satisfactory performance and adherence to the terms of the agreement, it is recommended that the City exercises its option to extend the contract for the second additional 12-month period, from October 01, 2024 to September 30, 2025.

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TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of March 2021 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service & Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. AGREEMENT The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP 2021-PD-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the CITY and CONTRACTOR. This Agreement is the final complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

2. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

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Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.
- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

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2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

3. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning March 1, 2021 the sum of \$100,162.30, payable in equal monthly installments of \$2,005.41 for a period of thirty (30) months so long as this Agreement is in effect.

4. TERM

- a) The term of this Agreement shall be for a thirty (30) month period beginning March 1, 2021 and ending September 30, 2023. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2023 and ending on September 30, 2024, and the second beginning on October 1, 2024 and ending on September 30, 2025. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

5. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*
 - a. Trespass tow (flat rate): \$125.00
 - b. Consensual/Nonconsensual tow: \$125.00
 - c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$3.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: \$25.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage \$25.00
 - f. Immobilization: \$75.00
 - g. Outside storage, per day: \$20.00

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

a. Trespass tow (flat rate):	\$250.00
b. Consensual/Nonconsensual tow:	\$250.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$4.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$50.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$30.00
f. Immobilization:	\$75.00
g. Outside storage, per day	\$25.00

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

a. Trespass tow (flat rate):	\$375.00
b. Consensual/Nonconsensual tow:	\$375.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$5.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$75.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$60.00
f. Outside storage, per day:	\$55.00

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

a. Trespass tow (flat rate):	\$500.00
b. Consensual/Nonconsensual tow:	\$500.00

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- | | | |
|----|---|----------|
| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

6. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

7. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

8. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

9. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

10. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

11. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

12. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

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can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

13. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

14. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

15. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

16. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

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17. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

18. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

19. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work 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 Towing Company, 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.

20. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

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2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

21. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

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- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

22. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

23. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

24. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/33rd of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
 - b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.
- 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the CITY, provided for under this agreement, are in addition and supplemental to any other rights and remedies provided by law.
- 26. MODIFICATIONS TO AGREEMENT.** The Agreement and any exhibits amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.
- 27. BREACH OF AGREEMENT**
- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the

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notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach

ATTACHMENT

of this Agreement or any of its terms, covenants, conditions, or stipulations. No

right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

28. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

29. Public Records Law:

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

The Towing Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Towing Company does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Towing Contractor or keep and maintain public records required by the City to perform the service. If the Towing Contractor transfers all public records to the City upon completion of the contract, the Towing Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Towing Contractor keeps and maintains public records upon completion

ATTACHMENT

of the contract, the Towing Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. MISCELLANEOUS

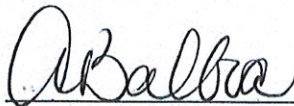
- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

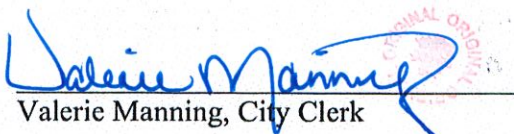
City of Holly Hill, Florida

By: 
 Title: City Manager
 Date: 3-1-2021

Wrecker Service:

By: 
 Title: Treasurer
 Date: 2/8/2021

Attest:


 Valerie Manning, City Clerk



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

5.1

MEETING DATE: August 13, 2024
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the National Association of Government Employees of Holly Hill (N.A.G.E.) Local 05-025 October 1, 2024 - September 30, 2027; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: 2024-R-53
APPLICANT:
PLANNER:

DISCUSSION:

City Management and representatives from the National Association of Government Employees (N.A.G.E) Local 05-025 have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached three-year agreement and request the City Commission to ratify the Agreement.

A summary of these changes follows:

Article 1 - updates the position titles for those in the bargaining unit and acknowledges pregnancy as a protected class.

Article 2 - clarifies compliance with Senate Bill 256, as the City is no longer involved in dues collection / membership.

Article 11 - clarifies that out-of-class pay is only for hours actually worked.

Article 12 - increases the call-out pay from guaranteed 2 hours pay to 2 ½ hours pay and also increases the comp time maximum from 40 hours to 60 hours.

Article 13 - provides an additional window of opportunity for employees hired prior to 10/1/21 to convert from vacation/sick leave to personal leave.

Article 14 - clarifies the birthday holiday is the personal day, as referenced in the personnel rules and regulations.

Article 15 - brings the leave sell back program up to date with the personal leave process and to match the language in the City's Personnel Rules and Regulations.

Article 21 - increases the boot allowance to \$175/year but requires the submittal of receipts no later than January 2 of each year.

Article 27 - provides a wage increase for all N.A.G.E. Bargaining Unit Members in the amount of \$1.00 per hour for the years beginning October 2024, 2025 and 2026 and an additional \$0.50 per hour in October 2024 for members serving in positions where the mid-point is below the average by \$1.50 per hour or more, based upon the City's internally conducted salary study of 2024. This three-year agreement also provides a shift differential of \$0.50 per hour for hours actually worked on a C-shift (11p-7a). The minimums and maximums of all pay grades are proposed to increase by \$1.00 per hour in October 2024 and by \$0.50 per hour in October 2025 and 2026.

In addition, this contract accepts the May 2024 Personnel Rules and Regulations, which is acknowledged throughout.

FISCAL ANALYSIS:

The combined total of the proposed hourly rate increases equates to approximately 5.9% in the first year and 4.5% in years two and three.

STAFF RECOMMENDATION:

Approve the attached Resolution and ratify the attached N.A.G.E. Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES OF HOLLY HILL (N.A.G.E.) LOCAL 05-025 OCTOBER 1, 2024 - SEPTEMBER 30, 2027, APPROVE THE AGREEMENT AND AUTHORIZE THE MAYOR, CITY MANAGER, AND HUMAN RESOURCES MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- NAGE 2024 -final contract proposal - Track CHANGES (PDF)

Resolution No. 2024-53

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES OF HOLLY HILL (N.A.G.E.) LOCAL 05-025 OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (N.A.G.E.) LOCAL 05-025 OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the National Association of Government Employees (N.A.G.E.) Local 05-025 have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on July 25, 2024, management was advised that the members of the National Association of Government Employees (N.A.G.E.) Local 05-025 voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the National Association of Government Employees (N.A.G.E.) Local 05-025 as a three-year contract, effective October 1, 2024 and expiring on September 30, 2027.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an 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 13th day of AUGUST, 2024.

National Association of Government Employees (NAGE) CONTRACT

AND

CITY OF HOLLY HILL

October 1, ~~2021~~2024 – September 30,
~~2024~~2027

Ratified by City Commission:

Attachment: NAGE 2024 -final contract proposal - Track CHANGES (2024-R-53 : Ratifying a Three-Year Agreement with the National

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AGREEMENT

THIS AGREEMENT is effective October 1, ~~2021~~2024 and will terminate September 30, ~~2024~~2027, by and among the City of Holly Hill, hereinafter referred to as the “City”, and NAGE, Public Bargaining Unit Members, Local 5-025, hereinafter referred to as "Union".

PREAMBLE

Section 1: This agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and Bargaining Unit Member; to provide insofar as possible, for continuous employment of labor and to establish the necessary procedure for the orderly and prompt adjustment of all disputes which arise between the City and the Union.

Section 2: The City and the Union encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the City and the Bargaining Unit Members.

ARTICLE 1

UNION RECOGNITION

1.1 The City of Holly Hill recognizes the Union as the exclusive collective bargaining representative for all:

INCLUDED: non-sworn employees of the City of Holly Hill in the following positions: ~~code enforcement/animal control officer I, II, senior code enforcement officer, custodian, finance clerk I, II, III, IV, maintenance worker I, II; evidence custodian; inspections officer; lead maintenance worker; licensing/permit and zoning technician; mechanic; police service clerk; senior mechanic; staff assistant; trades worker, utilities maintenance worker I, II, III, operator trainee; waste water plant operator A, B & C; and water plant operator A, B & C.~~ animal control/code officer I, II; code enforcement/permit clerk; custodian; evidence custodian; finance clerk I, II, III, IV; inspections officer; licensing/permit & zoning technician; lead maintenance worker; maintenance worker I, II; mechanic; police service clerk; rental housing officer; senior code enforcement officer; senior mechanic; staff assistant; tradesworker; utilities maintenance worker I, II, III wastewater operator A, B, C, & trainee; water operator A, B, C, & trainee.

EXCLUDED; all sworn employees of the City of Holly Hill, conflict supervisors, and all managerial and confidential employees as defined in Section 447.203(4) and (5), Florida Statutes (2015), including, but not limited to the position of administrative assistant.

1.2 There shall be no discrimination against any employee on the basis of race, color, gender, national origin, disability. pregnancy-, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws or Union membership or non-membership. The City and the Union affirm their joint

opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of Bargaining Unit Members' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or disability.

ARTICLE 2

UNION SECURITY AND CHECK-OFF

2.1 ~~Upon receipt of a written authorization from an Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-six (26) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.~~ To comply with Senate Bill 256 of Florida State Statutes, the City will no longer collect dues from members of NAGE Blue.

2.2 Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty (30) days' notice to ~~both parties~~ the Union in writing.

ARTICLE 3

UNION REPRESENTATIVES

3.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union representatives and members shall be able to talk with Bargaining Unit Member before or after regular working hours, during lunch breaks, and morning/afternoon breaks about Union business. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, Union meeting, or other activities of the Union on City time.

3.2 The Union Stewards/Executive Board members shall be appointed as per Article IV, Section 4, 4.2

3.3 A complete list of accredited representatives shall be furnished to the City annually and any changes of these shall be promptly reported in writing to the City Manager.

ARTICLE 4

UNION Executive Board RECOGNITION

4.1 It is understood and agreed that an Bargaining Unit Member functioning as a Union Representative has productive work to perform and will not leave their job during work hours, except after properly requesting and receiving proper authorization from the Department Head and only after stating what Union duties are to be performed. If in the opinion of the City, the above mentioned persons are taking unreasonable time to conduct such business, the City shall have the right to require the Steward/ Executive Board member or the Union Officials to return immediately to their productive City work.

4.2 Four (4) Stewards/ Executive Board Members, to be selected from those Bargaining Unit Member covered under this collective bargaining agreement, will comprise the Union's authorized representatives.

4.3 The Chief Steward/ Union President will be selected from one of the existing Bargaining Unit Members allocations. Union Stewards/ Executive Board members are subject to all City Public Employer Rules and Regulations pertaining to the conduct of city Bargaining Unit Members.

4.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall compensate the Representative of the Union and Bargaining Unit Member for time spent in meetings or conferences held in connection with the negotiations of an agreement or meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral party unless the negotiations are mutually agreed to by both parties to hold meetings on City time. The Union President or his/her designee shall be paid for all investigations, meetings and hearings of all grievances.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Verbal and written reprimands may only be grieved through Step 3.

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process: A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

Step 1. The grievant or the Union shall present orally or in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. The grievant or the supervisor may request that a Union President or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and

present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President or local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date supplying the grievant with his decision and a written explanation.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President and the local Union Representative. The City Manager or his or her designee shall notify the grievant and the Union in writing of his or her decision with a written explanation not later than ten (10) working days following the meeting date.

Step 4. If the decision at Step 3 is adverse to the Grievant, the grievance may be processed further through the Arbitration procedure, provided the Union approves the submission of the grievance to arbitration. The Union is the sole determinant of which grievances shall be processed through the arbitration procedures, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the FMCS (Federal Mediation & Conciliation

Services) with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator.

Step 4-A. If at any step during the grievance process the grievant and the Union President deem it necessary for the Local Union Representative to be present, he/she shall be admitted.

5.2 The arbitration shall be conducted under the rules of the FMCS (Federal Mediation & Conciliation Services) subject to the following:

- a. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record of evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement, policies, procedures and past practices. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement;
- d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
- e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties;

f. Each party shall bear the expenses of its own witnesses and its own representatives.

The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

5.3 The time indicated on all steps may be extended by mutual agreement in writing.

5.4 When a grievance is reduced to writing there shall be set forth:

- (1) A complete statement of the grievance and facts upon which it is based.
- (2) The section or sections of this Agreement claim to have been violated; and
- (3) The remedy or correction requested.

5.5 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit or the grievant to process the grievance within the time limit set forth, shall result in the grievance being awarded to the opposing party the requested relief.

5.6 The settlement of any grievance resulting in retroactive adjustment shall be limited to the ten (10) working days prior to filing the grievance in Step 1.

ARTICLE 6
MANAGEMENT RIGHTS

6.1 Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations shall be performed by Bargaining Unit Members covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment or discontinuance advisable; to hire, lay-off, assign, transfer, determine the qualifications and promote Bargaining Unit Members; to determine the starting and quitting time and the number of hours to be worked; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

6.2 The City retains the sole right to discipline, suspend, and discharge Bargaining Unit Members for just cause, including violations of any of the terms of this Agreement.

6.3 The exercise of the above rights does not preclude Bargaining Unit Members their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment.

6.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of the City of Holly Hill. Any of the rights, powers, and authority the City had prior

to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. Both parties agree to comply with State statute as regards notification of changes to conditions of employment.

6.5 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Both parties, however, may mutually agree to enter into memorandums of understanding deemed necessary to clarify or enhance the administration of this agreement.

ARTICLE 7

DISCIPLINE AND DISCHARGE

7.1 No permanent Bargaining Unit Member shall be disciplined or discharged except for just cause, and in no event until he or she has been furnished with a written statement of charges and the reasons for such action. In any proceedings the Bargaining Unit Member shall have 10 working days to prepare a defense against the charges preferred and shall have the right to retain counsel and shall be afforded due process. Disciplinary action shall be impartially and consistently administered.

7.2 Disciplinary action by the City shall begin against a Bargaining Unit Member within ten (10) working days of the occurrence of the act or omission giving rise to the disciplinary action with discipline being issued not more than 30 days following . A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

7.3 No documentation for progressive discipline shall be placed in a Bargaining Unit Member's personnel file without said Bargaining Unit Member initialing and dating said document prior to placing it in said Bargaining Unit Member personnel file or witnessed that Bargaining Unit Member refused to sign.

7.4 Discipline shall under normal circumstances be progressive. Progressive discipline may not apply depending upon the severity of the infraction or offense resulting in the verbal, written or suspension disciplinary action being advanced to a higher level.

7.5 Once a Bargaining Unit Member has had two (2) years without a disciplinary action, records of prior disciplinary actions shall not be used in progressive discipline.

Annual evaluations of Bargaining Unit Members will be completed within thirty (30) days of

each Bargaining Unit Member's anniversary date.

7.6 Bargaining Unit Members that are requested to meet their supervisor or other city officials will be advised if the meeting is an investigation that could lead to discipline or for disciplinary action, allowing the Bargaining Unit Member an opportunity to request a union representative to be present. (Per: Weingarten Act 420, U.S. 251).

ARTICLE 8**SENIORITY**

8.1 Seniority is understood to mean an Bargaining Unit Member's most recent date of continuous employment so long as the Bargaining Unit Member has been carried for payroll purposes as a permanent Bargaining Unit Member. Seniority will continue to accrue during all types of approved leave to include but not limited to illness or injury, except for leave of absence without pay for thirty (30) days or more, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for a period of less than thirty (30) days shall not cause the seniority date to be adjusted.

8.2 For these purposes only, in regard to overtime, vacation, classification, work schedules, seniority will be defined as the length of employment with the Department. If a Bargaining Unit Member transferred from one classification to another classification and another division, he or she will not carry with him or her the seniority that he or she has already acquired. Seniority is based on time in position.

8.3 In cases of promotions, layoffs, or filling of vacancies or lateral transfers within departments, seniority and merit will be used as a factor where qualifications and work record, in the opinion of the City, are equal. The City maintains the right to promote, transfer and fill a vacancy without regard to seniority provided the individual has the required experience and qualifications for the position.

8.4 All newly hired Bargaining Unit Members shall be on probation for the first six (6) months of service with the City. The City, as its sole discretion, may terminate any newly hired Bargaining Unit Member during the probationary period without recourse to the grievance provisions of this agreement. City Bargaining Unit Members promoted will serve

a probationary period for the first six (6) months of service with the City.

8.5 If a Bargaining Unit Member's performance or work behavior is found to be unsatisfactory during the probationary period following promotion, the Bargaining Unit Member shall be returned to his or her former or comparable pay grade/position and rate of pay, if a vacant position is available. There will be a two-week trial period for the Bargaining Unit Member to request a change back to their previous position. Otherwise, the City is not obligated to return or secure a new position for the Bargaining Unit Member. If such position is not vacant, the demoted Bargaining Unit Member will be discharged as failure to satisfactorily perform during a 6-month probationary period.

8.6 Bargaining Unit Members shall lose all their seniority as a result of any type of termination as identified in Section 5, Termination of Employment of the Personnel Rules and Regulations, August, ~~2018~~2024.

8.7 Notwithstanding any of the foregoing provisions, the City maintains the right to promote, transfer and fill a vacancy. Experience and qualifications shall be the determining factor for such changes and where two or more Bargaining Unit Members have the same experience and qualifications as determined by the Department Head, seniority will prevail.

A. Bargaining Unit Members being laid off or demoted shall be eligible for recall in accordance with the following procedure. A Bargaining Unit Member subject to layoff shall have the right to bump a less senior Bargaining Unit Member in his division, or in a position which he previously held with the City, provided the bumping Bargaining Unit Member's skills, qualifications, and work performance are at least equal to the less senior Bargaining Unit Member.

B. The most senior laid off Bargaining Unit Member shall be offered recall to a job in the Bargaining Unit Member's classification provided that previous performance and attendance are acceptable by the City. Seniority will be the determining factor in the event of equal qualifications.

C. Notification of recall shall be sent to a laid off Bargaining Unit Member by certified mail to the address last known to the City. Recall rights shall remain in full effect for 18 months.

D. Should a laid off Bargaining Unit Member refuse one (1) job opportunity of equal or greater class offered by the City, his/her name shall be removed from the recall register.

E. After notification is received by the laid off Bargaining Unit Member, the Bargaining Unit Member must report to the City's Human Resources Department within five (5) working days or the Bargaining Unit Member shall forfeit all rights to be recalled by the City.

8.8 Bargaining Unit Members who are scheduled to be laid off shall receive no less than ten (10) working days' notice or in the alternative, ten days pay.

8.9 All accrued vacation will be paid due to reduction in force. Any Bargaining Unit Member who is laid off shall be entitled to sick leave payment as follows:

YEARS	PAYMENT
11-14 =	25%
15+ =	50%

8.10 If a reduction in force occurs, affected Bargaining Unit Members will receive two-weeks of severance pay at their current hourly base rate of pay. In addition, the City will pay the single coverage monthly premium for the following month after the date of lay-off.

Thereafter, the provisions regarding COBRA under the American Recovery and Reinvestment Act of 2009 will apply.

ARTICLE 9**PROMOTIONAL VACANCIES**

9.1 Notice of a promotional vacancy in a new or an existing bargaining unit position filled by an Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards and/or the City's website.

9.2 Any Bargaining Unit Member of the City who is interested in filling the vacancy, must complete an employment application to be considered for the position in accordance with the posted notice for such position. Qualifications of the Bargaining Unit Member shall be the determining factor in filling vacancies, however, when qualifications are equal, seniority will prevail. The procedure for appointment shall be in accordance with the Rules & Regulations City of Holly Hill.

ARTICLE 10**VOTING**

10.1 Bargaining Unit Members are encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting.

ARTICLE 11

WORKING OUT OF CLASSIFICATION

11.1 A Bargaining Unit Member who works out of his or her classification for three (3) or more working days within a 14 day pay cycle, in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment. Out-of-Classification pay is paid for hours actually worked and excludes holidays and all use of leave time. The Bargaining Unit Member must assume the duties of the higher classification during the period of the assignment to be eligible for this increase. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Seniority does not play a role in selecting an employee to work out of class; however, new hire probationary employees may not work out of class until they have successfully completed probation.

ARTICLE 12

HOURS OF WORK AND OVERTIME

12.1 The City agrees that the basic workweek shall consist of forty (40) hours. Hours worked in excess of the basic 40 hour week shall be compensated for at the rate of one and one-half times the basic hourly rate of the Bargaining Unit Member.

12.2 For overtime calculations work performed shall not include sick leave, unscheduled personal leave or leave designated as workers comp leave. Bereavement leave, holiday worked and jury duty shall count as hours worked for overtime purposes. Vacation leave, scheduled personal leave, safety day, and birthday shall count as hours worked for overtime purposes provided the Bargaining Unit Member seeks and obtains approval for said leave in accordance with the provisions of Article 13, Section 5 of this agreement. All other hours types not previously listed shall not count as hours worked for overtime purposes.

12.3 The total hours of overtime worked must be put on all Bargaining Unit Members' paychecks.

12.4 Overtime work, shall be distributed as equally as practical among Bargaining Unit Members in each department on the basis of seniority and skills based on the work he or she customarily and ordinarily performed during that week. Overtime assignments will primarily reflect the needs of the City, and to the extent practicable, the preferences of affected Bargaining Unit Members as periodically communicated in writing to the Bargaining Unit Member's supervisor. A list of eligible Bargaining Unit Members of each department shall be posted and maintained by the Department Head and a copy furnished to the Union President.

12.5 Any Bargaining Unit Member who is called to work outside of his or her regular hours shall be paid at the rate of one and one half for all such hours worked, but in any event shall be guaranteed two and one half (2 $\frac{1}{2}$) hours pay at said rate. Unscheduled leave shall

not affect this two hour call out pay. A Bargaining Unit Member, who is called to work outside of his or her regular hours, shall be defined as being “called back/call-in” after leaving City property or before entering City property and before the beginning of the Bargaining Unit Member’s regular start time. Example: If a Bargaining Unit Member is called into work prior to his/her shift start time (7:00 a.m.; the Bargaining Unit Member’s regular shift start time) he/she shall receive two (2) hours “call-in” pay. Any Bargaining Unit Member called back to work after his/her regular shift end time (3:30 p.m.; the Bargaining Unit Member’s regular shift end time) he/she shall receive call-back pay equal to two (2) hours. If the Bargaining Unit Member has clocked out for that day, it does not matter if the Bargaining Unit Member has left city premises or not, he/she shall be entitled to the call-back pay of two (2) hours.

12.6 It is agreed by the parties hereto that under the provisions of this Agreement, there will be no duplication of premium payments and no claims made that provide for ‘overtime on overtime’.

12.7 Neither the City nor the Bargaining Unit Member shall take any action to change the work schedule in any manner with the purpose to avoid payment of earned overtime or which would create the earning of overtime.

12.8 Every full time Bargaining Unit Member is entitled to one fifteen (15) minute break before lunch and one fifteen (15) minute break after lunch and at least a thirty (30) minute unpaid lunch break per day may be taken. Break time shall not be used to postpone the starting time for work, extend lunch break or accelerate the quitting time. Bargaining Unit Members are not allowed to combine the break times to create a thirty (30) minute break.

Unused break time does not accrue. The supervisor will schedule all breaks. In an emergency Article 12.8 is suspended.

12.9 Non-exempt Bargaining Unit Members (Bargaining Unit Members eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of ~~forty 40~~sixty 60 hours. The Bargaining Unit Member must provide the City with an advanced 3-day (three day) notice prior to the commencement of the leave.

12.10 Bargaining Unit Members covered under this contract experiencing an emergency which results in a late arrival to work or an early departure from work (to include but not limited to: flat tire, auto accident, family emergency etc.) shall be allowed to utilize either compensatory leave, scheduled leave or personal leave special as appropriate to the incident in order to make-up for hours missed from their regularly scheduled work day. Use of compensatory leave, vacation or personal leave special shall not be counted against an Bargaining Unit Member for the purpose of the Sick Leave Incentive.

ARTICLE 13

VACATION / PERSONAL LEAVE

13.1 All Bargaining Unit Members hired after October 1, 2021 and those who have elected to convert to Personal Leave will accrue Personal Leave hours on a per pay period basis, in accordance with the schedule listed below in Section 13.3. Scheduled personal leave may not be available for use until completion of six (6) months of employment. ~~Existing e~~Employees hired prior to October 1, 2021, who ~~choose~~ chose to remain with Sick Leave and Vacation Leave will remain under the previous contract language, as included within. These employees will have a window of opportunity to convert to Personal Leave if they notify Human Resources by October 7, 2024. The opportunity for employees to consider converting to PL will be available October 1st of each year of the contract 2021, 2022, 2023. This will allow for those, who are unsure of the move, the opportunity to see how others handle it before making their final decision.

13.2 Vacation Leave

Bargaining Unit Members hired prior to October 1, 2021, will accrue vacation hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. Bargaining Unit Members hired prior to October 1, 2021, covered by this agreement shall be entitled Vacation Leave as reflected in the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
0 - 3	80 hours per year
4 - 8	104 hours per year
9 - 13	120 hours per year
14 - 18	144 hours per year

19 - 23	184 hours per year
24 - 28	200 hours per year
28+	216 hours per year

13.3 Personal Leave

Bargaining Unit Members will accrue personal leave hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. A newly hired Bargaining Unit Member will be allowed to use Scheduled Personal Leave time upon completion of their probationary period. Bargaining Unit Members covered by this agreement shall be entitled to Personal Leave as reflected in the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERSONAL LEAVE</u>
0 - 4	161.20 hours per year
5 - 9	187.20 hours per year
10 - 14	213.20 hours per year
15 - 19	239.20 hours per year
20 - 24	265.20 hours per year
25+	291.20 hours per year

Personal Leave will be paid at the employee's current rate of pay. As Personal Leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay.

13.4 A senior Bargaining Unit Member is not entitled to "bumping" a less senior Bargaining Unit Member if a vacation/personal leave request has been received and approved by the Supervisor or Department Head in advance of a request submitted by the senior Bargaining Unit Member.

13.5 The use of vacation/personal leave, birthday, safety day, or any approved leave day and compensatory time must be scheduled ahead of time. A Bargaining Unit Member must provide a 3-day advance notice to request the use of vacation, scheduled personal leave, birthday, safety, personal day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more. An employee who accrues personal leave may carry over 75% of earned personal leave to a succeeding year. No more than 75% of earned personal leave may be carried over to a succeeding year without written approval from the City Manager. Personal Leave may be accrued up to 960 hours which are eligible for payout at 100% upon termination of employment for any reason.

ARTICLE 14
HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for bargaining unit

Bargaining Unit Members:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

One floating holiday designated by the City Commission

14.2 Should an Bargaining Unit Member as part of the basic work week be required to work on any of the paid City scheduled holidays, or for shift operators on the actual holiday, he or she shall receive one and one half for all hours worked plus holiday pay at straight time.

14.3 A unit Bargaining Unit Member shall be awarded a personal day (aka: birthday holiday-leave-day). A birthday-personal leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday-personal leave day is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday-personal leave day cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the

provisions of overtime for holidays.

14.4 The holiday period is to be worked or taken off as a holiday. The 8 hour Holiday period cannot be split amongst two Bargaining Unit Members. All holidays recognized in this Agreement may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.

ARTICLE 15

SICK LEAVE

15.1 All Bargaining Unit Members hired after October 1, 2021 and those who have elected to convert to Personal Leave agree that Sick leave hours not converted in accordance with the City's conversion policy will be held as Extended Leave which is defined as the employee suffering an illness or injury, substantiated by a physician which requires the employee to be out of work for 5 consecutive days or more. No new or additional hours will be added to the Extended Leave Bank and will terminate once all hours are used. Extended Leave Bank hours are not eligible for payout at termination.

15.2 Bargaining Unit Members covered by this Agreement prior to October 1, 2021 who have not converted to Personal Leave shall accrue sick leave on a per pay period basis based on a total of 96 hours a year, cumulative to 720 Seven Hundred and Twenty Hours. Bargaining Unit Members shall follow the guidelines of the City of Holly Hill, Personnel Rules and Regulations, Section 7, paragraph 7.2.

15.3 Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform his or her duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as Bargaining Unit Member's parents, spouse and children, or relative who is a part of the Bargaining Unit Member's permanent household.

15.4 Upon non-disciplinary termination, resignation, retirement or death, the Bargaining Unit Member or Bargaining Unit Member's estate shall be compensated for all unused sick leave according to the following schedule.

1. Resignation or non-disciplinary termination at 15 years or more of continuous

service - 50%.

2. Upon recognized FRS retirement, Social Security age eligibility and application for SSI Benefits and/or death - 100%.

15.5 Work related injuries or family medical leave shall not prevent a Bargaining Unit Member from participating in the ~~Sick~~-Leave Sell Back Program (~~S~~-L.S.B.P.) An employee must have been employed on October 1st of the previous fiscal year to participate in the ~~S~~-L.S.B.P., employees must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of ~~sick-the specific~~ leave requested for sell back, after the sell back, in order to be eligible to participate in the ~~S~~-L.S.B.P.

~~Sick~~ - <u>Unscheduled</u> Leave Hours Used	Hours Eligible to Sell Back
0	40
8	32
16	24
24	16
32	8
40	0

Work related injuries or family medical leave shall not prevent an employee from participating in the ~~S~~-L.S.B.P. Requests for selling back hours of ~~sick~~ leave according to the above schedule, must be submitted to Human Resources between ~~October-May~~ 1st and ~~October-May~~ 15th of each eligible year. ~~Sick~~-Leave Sell Back checks will be issued with the second pay check in November.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 In the event of death in the immediate family of a Bargaining Unit Member, the Bargaining Unit Member shall be granted bereavement leave of five (5) days (40 hours) off without loss of pay or benefits to attend the funeral or memorial service. This time is not to be charged to unscheduled leave. Bereavement leave must be used within a 3-month time period from date of death. Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, step-parents and step-children, and other relations who are part of the Bargaining Unit Member's household, or any relative who has been declared to be under court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member's spouse, or where the Bargaining Unit Member was raised by the decedent. The Bargaining Unit Member shall be granted bereavement leave of three (3) days (24 hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

16.2 If additional time is needed for bereavement leave for out-of-state travel, sick leave can be used not to exceed 16 hours, or comp time or vacation time can be utilized.

16.3 The City may require a death notice for authorization.

16.4 Additionally, should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, sick leave, personal leave, etc.).

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

ARTICLE 17**HEALTH INSURANCE**

17.1 The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.

17.2 The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to one (1) year base salary up to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 18**SAFETY AND HEALTH**

18.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and proper working conditions required by federal, state, or local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

18.2 Protective devices, wearing apparel, and other equipment necessary to protect Bargaining Unit Members from injury shall be provided by the City. Such practices may be improved from time to time by the City upon recommendations from the City's in-house safety representatives. Such protective devices, wearing apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by a Bargaining Unit Member to obey safety regulations and to use safety devices shall be just cause for disciplinary action up to and including discharge. A Bargaining Unit Member who fails to return wearing apparel and equipment to the city when required will be subject to reimburse the city for all costs associated with the wearing apparel and equipment from the Bargaining Unit Member's final paycheck.

18.3 It shall be the responsibility of the City to train Bargaining Unit Members in the safe use of the tools and equipment necessary to do their jobs. This shall be done prior to the use of the equipment by the Bargaining Unit Member.

18.4 Safety Day Leave. All eligible Bargaining Unit Members shall receive one (1) additional day of leave (to be termed a Safety Day); provided the Bargaining Unit Member has experienced no work related injury in the previous fiscal year as a result of any job

related accident. No loss time for this purpose is defined as one 8-hour day or greater as a result of the job related injury.

ARTICLE 19**JURY DUTY**

19.1 Permanent full-time Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of the court indicating the date and time of release. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty. Bargaining Unit Members released from Jury Duty before 12:00 noon must report to work immediately. Bargaining Unit Members released from Jury Duty any time after 12:00 noon do not have to report back to work.

ARTICLE 20

PROHIBITION OF STRIKES

20.1 Union Activity: The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of the agreement by or sympathy for or support of the Bargaining Unit Members or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, unauthorized picketing, or other interruption of work.

20.2 Bargaining Unit Member Activity: Each and every Bargaining Unit Member in the Bargaining Unit covered by this Agreement agrees that he or she will not under any circumstances or for any reason including alleged or actual breach of this Agreement by the City or in sympathy for or support of other Bargaining Unit Members or Union engage in any strike, slowdown, boycott, unauthorized picketing, or other interruption of work. It is agreed that any violation of this section shall be grounds for immediate discharge and such discharge shall not be reviewable under the grievance procedure except to determine if violation, in fact occurred.

20.3 Right of Discipline: The City has the right to discipline or discharge a Bargaining Unit Member who instigates, participates in or gives leadership to any strike, work stoppage, boycott, unauthorized picketing, or slowdown or any curtailment of work or restriction of service or interference with the City.

20.4 Union Response: The Union agrees that in any event of any strike, work stoppage, unauthorized picketing, or interference with the operation of the City, a responsible Official of the Union shall promptly and publicly disavow such strike and work stoppage and order the Bargaining Unit Members engaged in such activity to return to work.

20.5 Picketing: Picketing as used herein shall mean any concerted activity which has as its purpose or intent of influencing City Bargaining Unit Members to cease work or not to report to work, but does not prohibit or interfere with informational picketing in any way.

ARTICLE 21

UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

21.1 The City agrees to provide uniforms and the maintenance of 11 shirts and 11 trousers for those Bargaining Unit Members required to wear them.

21.2 The City shall pay a tool allowance to automotive mechanics. Bargaining Unit Members will supply their own tools in accordance with the following schedule:
\$225.00 annually for the duration of this contract, payable in the month of October.

21.3 The City shall pay all non-uniformed Bargaining Unit Bargaining Unit Members, an annual clothing allowance, payable the first quarter of each year in advance, in accordance with the following: \$200.00 annually for the duration of this contract

21.3-A For uniformed positions identified as being “office based”, uniforms and clothing allowance are provided on the following basis:

For those employees who are required to wear a uniform shirt, the City will provide an annual clothing allowance of \$100.00 per year which is paid during the first quarter of the fiscal year. In addition, the City will provide five (5) shirts upon hire and three (3) new shirts annually, each October.

21.4 Bargaining Unit Members who work in positions where proper work shoe attire is a safety concern will be provided a shoe/boot ~~reimbursement allowance of up to \$120.00~~ \$175.00 (taxable) once per year in the first second full pay period in OctoberJanuary, upon submittal of receipts no later than January 2 of each year. Shoes may be work shoes with or without steel toes. The City will determine if steel toe work shoes are required on a case by case basis.

21.5 Failure to have the proper equipment will result in disciplinary action. The clothing and tool allowance are subject to all applicable Internal Revenue Service rules and regulations.

ARTICLE 22

BULLETIN BOARDS

22.1 The Union shall be authorized partial use of suitable bulletin boards at mutually agreed upon locations by the Union and the City. The Union may, at its own expense provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.

22.2 Material posted on bulletin boards designated for use by the Union shall pertain only to Union business and activities. No derogatory statements or material negative to the City's position will be posted on the bulletin boards.

22.3 The City and the Union will have exclusive use of bulletin boards and no other party will be permitted to post material without the City and Union agreeing to said posting.

22.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in an orderly fashion.

ARTICLE 23

SPECIAL MEETINGS

23.1 Management and the Union will upon mutual agreement meet and confer on matters of interest. Discussions shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this contract.

23.2 There shall be a Labor-Management Committee consisting of three (3) employer representatives of the City Manager's or his/her designee choosing and three (3) union representatives. The Committee shall meet during working hours, quarterly or less often by mutual consent. The items to be discussed shall be submitted in writing at least five (5) days prior to the meeting. If called by the City, those items to be discussed shall be submitted to the Union President. If called by the Union, the items to be discussed shall be submitted to the City Manager, or his/her designee.

ARTICLE 24**SEVERABILITY**

24.1 Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 25**FAMILY MEDICAL LEAVE/ MILITARY LEAVE**

25.1 The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

MILITARY LEAVE

25.2 The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

ARTICLE 26

TRAINING

26.1 The Union and the City encourage bargaining unit Bargaining Unit Members to further their education to improve or enhance their knowledge relating to the classification of which they work.

The City will reimburse Bargaining Unit Members required to attend seminars, workshops or classes to improve their job skills needed to perform their job responsibilities in accordance to Section 8.3 of the Training and Travel Expense of the Personnel Rules and Regulations, dated ~~August, 2018~~ May 2024.

26.2 The City shall reimburse Bargaining Unit Members' expenses that are required to maintain C.E.U. Certifications. Bargaining Unit Members required to attend classes on their normal day(s) off will be paid at a rate of one and one-half times their normal salary if the training hours exceed their 40-hour work week.

26.3 Water and wastewater trainees and operators will be compensated their regular rate of pay when taking the Treatment Plant Operator Certification Examinations during working and non-working hours.

ARTICLE 27

WAGES

27.1 Effective the first full pay period in October ~~1, 2021~~ of 2024, 2025, and 2026, Bargaining Unit Members shall receive wage increases of ~~\$2.00~~\$1.00 per hour ~~only for the three year period of this Agreement with subsequent increases on October 1, 2022 and October 1, 2023.~~ In addition to this base increase, an additional \$0.50 per hour will be provided in the first year of the contract (2024) to employees serving in classifications where the mid-point is below the average by \$1.50 per hour or more, based upon the City's internally conducted salary study of 2024. These include the following positions: animal control/code officer I, II; code enforcement/permit clerk; finance clerk II, III, IV; maintenance worker II; mechanic; rental housing officer; senior code enforcement officer; utilities maintenance worker I, II, III; wastewater operator A; water operator A; wastewater operator trainee; water operator trainee.

Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

27.2 Effective the first full pay period in October 2024, Bargaining Unity Members shall receive a Shift Differential of \$0.50 per hour for hours actually worked on a C-Shift, which is defined as 11:00 p.m. to 7:00 a.m. No hours worked outside of the specified 11:00 p.m. to 7:00 a.m. will be considered eligible for the Shift Differential.

~~27.2-3~~ The Minimum and Maximum of each pay grade will increase ~~\$1.50~~\$1.00 per hour on ~~each~~ October 1st 2024, and by \$0.50 per hour on October 1st 2025 and 2026.

~~27.3-4~~ All wage provisions apply to the fiscal year beginning October 1, ~~2021~~2024 through the fiscal year ending September 30, ~~2024~~2027 and do not apply to any future years.

ARTICLE 28**PERSONNEL RULES AND REGULATIONS**

28.1 The City's Personnel Rules and Regulations, dated ~~August, 2018~~May 2024, except as provided below, and further, except to the extent inconsistent with the agreement, are hereby incorporated by reference and made a part of this agreement.

28.2 To the extent the City's Personnel Rules and Regulations, dated ~~August, 2018~~May 2024, pertain to discipline and discharge, the propriety of discipline or discharge and the degree of discipline (including discharge) is controlled by this agreement. In addition, nothing in the City's Personnel Rules and Regulations shall operate to waive the Union's right to bargain collectively.

ARTICLE 29**RETIREMENT BENEFITS**

29.1 All current benefits pertaining to retirement shall remain in full force and effect and in accordance with any changes as provided by the Florida Retirement System. Bargaining Unit Members not eligible to participate in the Florida Retirement System will be provided a 401 Plan.

ARTICLE 30**ENTIRE AGREEMENT**

30.1 This agreement shall remain in effect for period beginning October 1, ~~2021~~2024 and continue through September 30, ~~2024~~2027.

ARTICLE 31

CHANGES OR AMENDMENTS

31.1 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waiver, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto and except for the areas addressed by specific language.

FOR: NAGE, Public Bargaining Unit Members, FOR: City of Holly Hill, Florida:
Local 05-025

Les Cantrell, Business Manager

Chris Via, Mayor

Johnny Hamilton, Union President

Joseph Forte, City Manager

Jeaneen Witt, Human Resources Manager



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

**City Commission
Resolution**

MEETING DATE: August 13, 2024
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Establishing a Policy for the Use of the City's Social Media Sites that the Comment Function Shall be Deactivated; Providing for Conditions; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2024-R-54
APPLICANT:
PLANNER:

DISCUSSION:

The City uses various social media platforms to communicate information about the City to the public and has found that the use of social media is an effective method to communicate information to the public about various issues from emergency notices to upcoming public events.

However, because social media platforms have public comment functions which allow the public to provide comments to the City's posted information, public comment function also allows the public to comment on other comments from the public, which can lead to an online argument among members of the public.

The public comments are public records and it is difficult under the First Amendment for the City to remove public comments or block a member of the public from posting based on past comments.

However, a Federal Court has ruled that a governmental entity can remove the public comment function of social media platforms. In Cooper-Keil, JD v. State of Michigan, 2023 WL 3991842, the court ruled that it did not violate the First Amendment for a governmental entity to disable the public comment function. The Court found such action was lawful as social media would be viewed as a limited public forum or a non-public forum and as such regulating speech is allowed as long as the regulation is reasonable and viewpoint neutral.

The public has many other ways to communicate with the City, City staff and public officials to express their opinions, including email, telephone, mail, private meeting and public comment at Commission meetings.

FISCAL ANALYSIS:

N/A

STAFF**RECOMMENDATION:**

The staff is requesting the City Commission adopt a policy that all the City's social media platforms, including elected officials' social media accounts that are provided by the City, the public comment function shall be disabled, whenever possible.

COMMISSION**GOAL:**

N/A

MOTION:

APPROVE THE RESOLUTION ESTABLISHING A POLICY FOR THE USE OF THE CITY'S SOCIAL MEDIA SITES THAT THE COMMENT FUNCTION SHALL BE DEACTIVATED; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- Social Media Policy (PDF)

Resolution No. 2024-54

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A POLICY FOR THE USE OF THE CITY'S SOCIAL MEDIA SITES THAT THE COMMENT FUNCTION SHALL BE DEACTIVATED; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A POLICY FOR THE USE OF THE CITY'S SOCIAL MEDIA SITES THAT THE COMMENT FUNCTION SHALL BE DEACTIVATED; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City uses various social media platforms to communicate information about the City to the public; and

WHEREAS, the City has found that the use of social media is an effective method to communicate information to the public about various issues from emergency notices to upcoming public events; and

WHEREAS, however, social media platforms have public comment functions which allow the public to provide comments to the City's posted information. The public comment function also allows the public to comment on other comments from the public, which can lead to an online argument among members of the public; and

WHEREAS, the public comments are public records and it is difficult under the First Amendment for the City to remove public comments or block a member of the public from posting based on past comments; and

WHEREAS, however, a Federal Court has ruled that a governmental entity can remove the public comment function of social media platforms. In Cooper-Keil, JD v. State of

Michigan, 2023 WL 3991842, the court ruled that it did not violate the First Amendment for a governmental entity to disable the public comment function. The Court found such action was lawful as social media would be viewed as a limited public forum or a non-public forum and as such regulating speech is allowed as long as the regulation is reasonable and viewpoint neutral; and

WHEREAS, the public has many other ways to communicate with the City, City staff and public officials to express their opinions, including email, telephone, mail, private meeting and public comment at Commission meetings.

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

SECTION 1. The City Commission hereby adopts a policy that all the City's social media platforms, including elected officials' social media accounts that are provided by the City, the public comment function shall be disabled, if possible.

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 13th day of AUGUST, 2024.

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

By posting or commenting on any social media platform used by the City of Holly Hill, you participate by your own choice, taking personal responsibility for your comments, your username and any information you provide therein. You further agree to the following terms of use:

The City of Holly Hill maintains a social media program for the purpose of providing relevant and timely community news, information and events, distribution of crime prevention and public safety tips, for urgent notifications of critical incidents which may affect residents, business owners and visitors of the city of City of Holly Hill, and for those people having an interest in the City of Holly Hill.

Limited Public Forum

All social media platforms used by the City of Holly Hill are designated as Limited Public Forums. Commenting, where possible, will be disabled. Posting of any content on any social media platform used by the City of Holly Hill, by any visitor, follower, subscriber or fan, constitutes acceptance of the terms of use described here in this policy.

For purposes of this policy, a social media platform is the website or app offered to the public to provide audio, video, still-photo or written communication to members of the public and/or representatives of certain groups, businesses, organizations or departments. Examples of social media platforms include Facebook, Twitter, YouTube, Flickr, LinkedIn, website blogs with commenting capabilities, and forums and emergency notification services.

The definition of content as used in this policy refers to any written copy, photos, graphics, videos, live-video streams, comments or any form of communicative content exchanged between parties.

Emergency or Non-Emergency Requests for Police Assistance

The posting of requests for police assistance, regardless if it is of an emergency or non-emergency nature, is discouraged and will not guarantee a response by the City of Holly Hill or any emergency service provider. In case of an emergency, or if police assistance is needed, please dial 911. If you wish to report a crime or information relevant to a crime, please call 386-248-9475. You may remain anonymous if you wish.

In the event you post information related to a crime, you may be placing yourself in a position of becoming a witness and subject to being subpoenaed into court.

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

Endorsements

“Friending” or “Liking” the City of Holly Hill, or an officer or employee of the City of Holly Hill, does not indicate an endorsement of that person’s actions or comments.

A comment posted by a member of the public on any City of Holly Hill social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Holly Hill, nor do such comments necessarily reflect the opinions or policies of the City of Holly Hill.

Moderation of Content

The City of Holly Hill 's social media platforms are intended to be "family friendly," When applicable, the department uses platform provided content moderation/filtering options to limit foul or obscene content. The City of Holly Hill does actively monitor the social media platforms used by the department, and will remove inappropriate content as defined below, without prior notice, and as soon as possible. The department shall reserve the right to remove and/or block anyone who posts inappropriate material as determined by the department. This material may include, but is not limited to:

1. Comments not related to the original topic, including random or unintelligible comments;
2. Profane, obscene, or pornographic content and/or language;
3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin;
4. Defamatory or personal attacks;
5. Threats to any person or organization;
6. Comments in support of, or in opposition to, any political campaigns or ballot measures;
7. Solicitation of commerce, including but not limited to advertising of any business or product for sale. This includes other online pages or organizations asking for donations.
8. Conduct in violation of any federal, state or local law;
9. Encouragement of illegal activity;
10. Information that may tend to compromise the safety or security of the public or public systems;
11. Content that violates a legal ownership interest, such as a copyright, of any party;

Last Updated: July 30, 2024

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

12. Harassment or content which constitutes and/or facilitates stalking;
13. Content which violates the right to privacy;
14. Encouragement of violence;
15. Repetitive content. Repeated posting of identical or very similar content in a counter-productive manner;
16. Comments which may reasonably interfere with, inhibit, or compromise law enforcement investigations, police tactics, police responses to incidents and/or the safety of police staff and officers.
17. Posts or comments which contain any external links.

The City of Holly Hill does not allow posting of photos or videos by anyone other than members of the department.

Denial of Access

The City of Holly Hill reserves the right to deny access to any City of Holly Hill social media sites for any individual, who violates the City of Holly Hill's Social Media Terms of Use, at any time and without prior notice.

If you wish to contest the removal or hiding of your content, or your denial of access ("banned") from our social media platforms, you may do so by contacting the information technology manager at 386-248-9459.

Facebook's Community of Standards

All comments posted to any City of Holly Hill Facebook site are bound by Facebook's Community Standards, located at <http://www.facebook.com/communitystandards>, and the City of Holly Hill reserves the right to report any violation of Facebook's Community Standards to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

The Twitter Rules

When applicable, the City of Holly Hill reserves the right to report any violation of the Twitter Rules, located at <https://support.twitter.com/articles/18311> with the intent of Twitter taking appropriate and reasonable responsive action.

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

YouTube Community Guidelines

When applicable, the City of Holly Hill reserves the right to report any violation of the YouTube Community Guidelines, located at <http://www.youtube.com/yt/policyandsafety/communityguidelines.html> with the intent of YouTube taking appropriate and reasonable responsive action.

Instagram Community Guidelines

When applicable, the City of Holly Hill reserves the right to report any violation of the Instagram Community Guidelines, located at <https://help.instagram.com/477434105621119/> with the intent of Instagram taking appropriate and reasonable responsive action.

Pinterest Acceptable Use Policy

When applicable, the City of Holly Hill reserves the right to report any violation of the Pinterest Acceptable Use Policy, located at <https://policy.pinterest.com/en/community-guidelines> with the intent of Pinterest taking appropriate and reasonable responsive action.

LinkedIn User Agreement

When applicable, the City of Holly Hill reserves the right to report any violation of the LinkedIn User Agreement, located at <https://www.linkedin.com/legal/user-agreement> with the intent of LinkedIn taking appropriate and reasonable responsive action.

External Links

The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content, or their hosts. The City of Holly Hill specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the City of Holly Hill. The views and opinions of the authors of documents published on or linked to the City of Holly Hill's social media accounts do not necessarily state or reflect the opinion, policy or position of the City of Holly Hill.

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

The City of Holly Hill is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the City of Holly Hill's social media accounts. By using the City of Holly Hill's social networking sites, the user acknowledges and accepts the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the City of Holly Hill is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other social networking sites or websites.

The City of Holly Hill does not endorse any content, viewpoint, products or services linked from its social networking sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The City of Holly Hill does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site.

Privacy of Children

We believe in the importance of protecting the privacy of children online. The Children's Online Privacy Protection Act (COPPA) governs information gathered online from or about children under the age of 13. Verifiable consent from a child's parent or guardian is required before collecting, using, or disclosing personal information from a child under age 13. Our site is not intended to solicit information of any kind from children under age 13. If you believe that we have received information from or about children under age 13, please contact us.

Public Records Law

The City of Holly Hill social media sites are subject to applicable public records laws. Any content maintained in a social media format related to agency business, including communication posted by the Agency and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

Questions

Should you have any questions in regards to items contained herein this Terms of Use, please contact the City of Holly Hill information technology manager at 386-248-9459.

CITY OF HOLLY HILL SOCIAL MEDIA POLICY/TERMS OF USE

Pursuant to F.S. 668.6076: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to us. Instead, contact our office by phone or in writing.



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

**City Commission
Resolution**

MEETING DATE: August 13, 2024
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Creating the First Amendment to the Contractor for Solid Waste Collection, Disposal and Transportation, Providing for Conflicting Resolutions; Providing for Severability; and Providing an Effective Date.
NUMBER: 2024-R-55
APPLICANT:
PLANNER:

DISCUSSION:

The City and Waste Pro executed the Contract for Solid Waste Collection, Disposal and Transportation Services, dated August 22, 2017, as approved by City Resolution 2017-R-45, the Contract term ends September 30, 2027, and may be renewed for five-year renewal terms by mutual consent.

The City is satisfied with the services being provided by the Contractor and desires to have the Contractor continue to provide services but to modify Section 7, Payments To Contractor paragraph C., Adjustments To Fuel Component.

The adjustments provided in 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, 2024, with the base of fuel pricing being set at the April monthly price 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

FISCAL

ANALYSIS:

The fuel component is budgeted each year. This change will allow the city to get the adjustment in a more timely manner to incorporate it into the annual budget.

STAFF

RECOMMENDATION:

The City Commission approve the Resolution and authorize the City Manager to execute the amendment to the agreement.

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 RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT.

ATTACHMENTS:

- First Amendment - Solid Waste Collection, Disposal and Transportation Services (PDF)

Resolution No. 2024-55**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE FIRST AMENDMENT TO THE CONTRACTOR FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION, PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE FIRST AMENDMENT TO THE CONTRACTOR FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION, PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, This First 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”; and

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 2017-R-45 (the “Contract”); and

WHEREAS, the Contract term ends September 30, 2027, and may be renewed for five-year renewal terms by mutual consent; 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 modify Section 7 Payments To Contractor paragraph C., Adjustments To Fuel Component.

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

SECTION 1. SECTION C. ADJUSTMENTS TO FUEL COMPONENT.

The adjustments provided in 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, 2024, with the base of fuel pricing being set at the April monthly price as per fuel pricing index known 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 CPI adjustment in paragraph B above.

- (1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2024.
- (2) Beginning on October 1, 2024, 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 average percentage change in annual fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the monthly average (May to April) diesel fuel price during the current year to the average monthly diesel fuel price in the year prior to that (May to April). During the initial adjustment, the diesel fuel price will equal the diesel fuel pricing index stated above.
- (3) Beginning on October 1, 2024, 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.

The fuel adjustment calculations for the upcoming fiscal year must be delivered to the city no later than May 31st of each year prior to the end of the current fiscal year.

All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

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 13th day of AUGUST, 2024.

**FIRST AMENDMENT TO THE CONTRACT FOR SOLID WASTE COLLECTION,
DISPOSAL AND TRANSPORTATION SERVICES**

This First 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. _____ (the "Contract"); and

Whereas, the Contract term ends September 30, 2027, and may be renewed for five-year renewal terms by mutual consent; 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 modify Section 7 Payments To Contractor paragraph C. Adjustments To Fuel Component to read as follows:

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, 2024, with the base of fuel pricing being set at the April monthly price 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 CPI adjustment in paragraph B above.

(1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2024.

(2) Effective October 1, 2024, the fuel component will be adjusted. based upon the average percentage change in annual fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the monthly average of the current year (May of 2023 to April of 2024) diesel fuel price to the average monthly diesel fuel price in the year prior to that (May of 2022 to April of 2023). During the initial adjustment, the diesel fuel price will equal the diesel fuel pricing index stated above.

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8-2-24

Example: Annual Fuel Adjustment:

Change in fuel component 1st year:

$$\% \text{ Change} = \frac{(\text{Avg of May to April current year} - \text{Avg of May to April prior year})}{(\text{Avg May to April prior year})}$$

Subsequent years would follow the same formula rationale

(3) Beginning on October 1, 2024, 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.

The fuel adjustment calculations for the upcoming fiscal year must be delivered to the city no later than May 31st of each year prior to the end of the current fiscal year. If the fuel adjustment is not provided by May 31st of a particular year, the fuel adjustment shall be waived for the upcoming fiscal year and the waived year shall not be taken into consideration for future fuel adjustments. In the event the Contractor does not provide the fuel adjustment by May 31st, but the fuel adjustment would result in a fuel adjustment that is a reduction, the City can calculate the fuel adjustment consistent with the above formula and apply it effective the upcoming October 1st.

5. RS,
8-2-24

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

By _____

Chris Via, Mayor

Date: _____

Attest: _____

Valerie Manning, City Clerk

Approved at to legal form:

By: _____

Scott Simpson, City Attorney

Waste Pro of Florida, Inc.

By: _____

Eric Sankey, Regional Vice
President

Date: 7-25-24