

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 22, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PRESENTATION

- 1. Mid-Year Update - Prospect Pipeline & US1 Inventory Overview
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - CRA Budget Workshop - July 25, 2017
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Resolution Resolution 2017-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Assign the Contract with Quentin L. Hampton Associates for General Engineering Services to Mead & Hunt to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)
- 2. Resolution 2017-R-43 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Execute the Necessary Closing Documents to Transfer a Portion of the Property Located at 1200 Center Avenue, Holly Hill, FL, Pursuant to the Terms and Conditions of the Previously Approved Purchase & Sale Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 3. Resolution 2017-R-44 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Execute the Necessary Closing Documents to Transfer the Properties Located at 140 Riverside Drive, Holly Hill, FL and 101 2Nd Street (The Market), Pursuant to the Terms and Conditions of the Previously Approved Purchase and Sale Agreements; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 4. Team Volusia - Economic Development Agreement 2017-2018

(Requested by Valerie Manning, City Clerk)

5. Florida Department of Corrections Memorandum of Agreement - 2017

(Requested by Steve Aldrich, Police)

6. REGULAR AGENDA

1. Resolution Resolution 2017-R-45 A Resolution of the City Commission of the City of Holly Hill, Florida, Assigning the Remaining Term of 13 Months of the Waste Management Agreement and Pursuant to Section 30-71 of the City's Code of Ordinances Waiving the Formal Bidding Process Requirements and Enter into Negotiations to Extend the Agreement with Waste Pro of Florida, Inc. for a Period of 10 Years and One Month Authorizing the Mayor and City Manager to Execute the Agreement for Solid Waste and Recycling Collection and Disposal Services with Waste Pro of Florida, Inc. Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

2. 1538 Daytona Avenue - Lien Reduction Request

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

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.

1. Condemnation of Property Located at 430 Burleigh Avenue

(Requested by Joseph Forte, City Manager)

8. COMMUNICATIONS

A. City Manager & Staff Comments

- a. Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)

(Requested by Kurt Swartzlander, Finance)

- b. Comprehensive Plan Review and Appraisal Notice to the Department of Economic Opportunity of the City's Intent to Review and Make Amendments to Its Comprehensive Plan Based on the Required Periodic Review.

(Requested by Thomas Harowski, Board of Planning and Appeals)

- c. Cruisin the Hill for School Supplies - Special Event
(Requested by Joseph Forte, City Manager)

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

9. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1759)**

Meeting: 08/22/17 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1759

Mid-Year Update - Prospect Pipeline & US1 Inventory Overview

Updates:

- **Prospect Pipeline (Tracking)**
- US 1 Inventory Review
- Review

Project Pipeline

January 15, 2017 to July 15, 2017

Stage1

90 Degrees Sports Club (New Business)
 4Rivers BBQ (Lead-Cold Call)
 Aqua Pools (Business Relocation)
 Atlantic Law (Business Relocation)
 Benedict Advertising (Business Relocation)
 Big League Landscaping Services (Business Expansion)
 Boston Coffee (Franchise)
 CARSAN Canada (Business Relocation | International)
 CGI Packaging (New Business)
 Chicken Pantry (Business Relocation)
 Cricket Mobile (Business Expansion)
 Dan Moon (Olive) (Business Expansion)
 Daytona Jeep (Business Relocation)
 Diesel Professional Service (New Business)
 Don KiKi Cigars (Business Expansion)
 Elks Lodge of Volusia County (New Business)
 E.M.P. Solutions (Business Relocation)
 Enterprise Rent-A-Car (Business Relocation)
 Florida Beachcomber Treatment Center (New Business)
 Florida Health Care Plans (Business Expansion)
 Fred's Market (Lead-Cold Call)
 Glen Canfield GC (Business Relocation)
 Halifax River Seaplane Base (Event & recertification)
 Hog-N-Bone (Lead-Cold Call)
 Hybridge Realty (Sun Trust (Property Sale)
 Jen Perrin Styles (New Business)
 Joy McGovern (New Business)
 Khalani's SUP & Surf (Business expansion)
 Madden Ace Hardware (Business expansion)
 Market Refrigeration LLC (Business expansion)
 Megastar Industries (Business Expansion)
 Minority Racing Association (New Business)
 Next Gen Day Care (Existing Business Relocation)
 Palm Casual Furniture (Business expansion)
 Patch Stop (Business Relocation)
 R.E. Michaels (Business Expansion)
 RPS Catering (Business Expansion)
 Sauté Kingz (New Business)
 Schapers Roofing (Business Relocation)
 Sea Spray Spa (New Business)
 Sledz East Kusoms LLB (Business Relocation)
 Smokehouse BBQ (Lead-Cold call)
 Surface Crafters (Business Expansion)
 Tacos Customs LLC (Business Relocation)
 Terry Johnson LLC (New Business)
 Tiki Tavz Spice Company (Business Relocation | Out of State)
 Trike Store (Business Relocation)
 Xcel Wealth Management (Business relocation & expansion)
 Zest By Fay (Business Relocation)

Stage 5

Official Announcement

Stage 4

Final Review (City)

Stage 3

Negotiations
 w. Private Owner

Stage 2

Meeting, Assistance
 & Inventory Match

Stage 1

Leads

49

Project Pipeline

January 15, 2017 to July 15, 2017

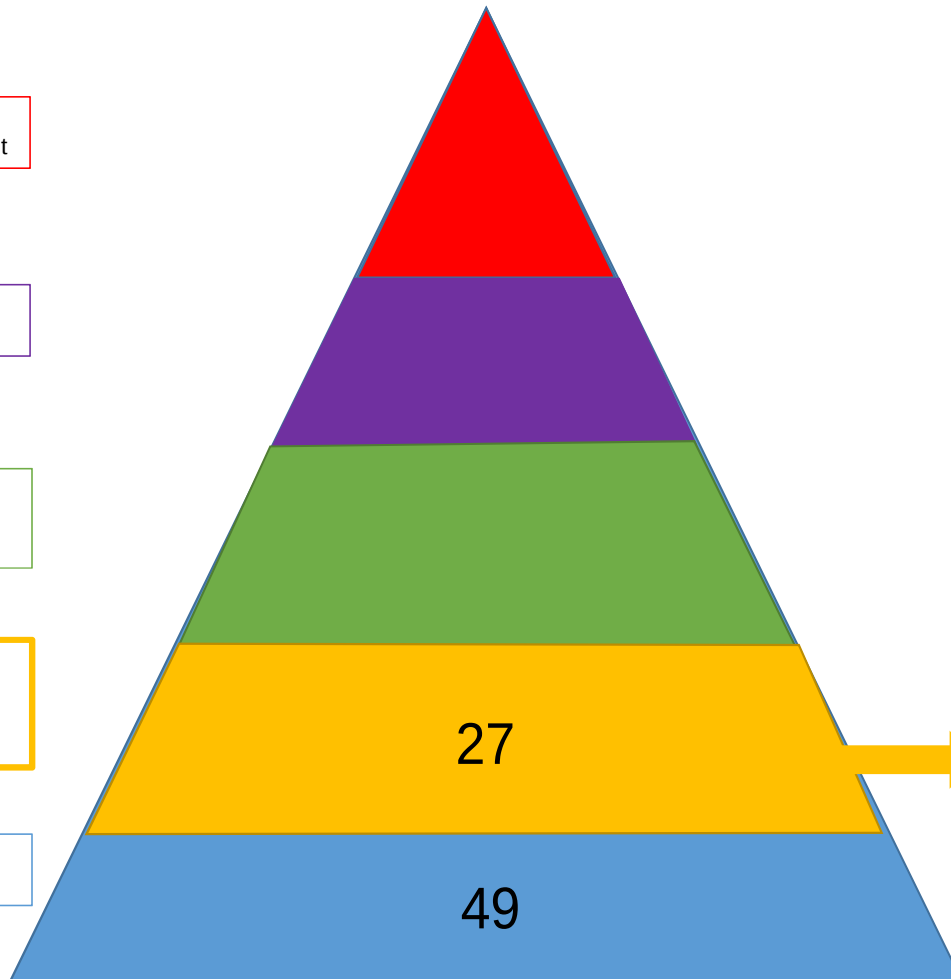
Stage 5
Official Announcement

Stage 4
Final Review (City)

Stage 3
Negotiations
w. Private Owner

Stage 2
Meeting, Assistance
& Inventory Match

Stage 1
Leads



Stage 2

90 Degrees Sports Club (New Business)
Aqua Pools (Business Relocation)
Atlantic Law (Business Relocation)
CARSAN Canada (Business Relocation | International)
CGI Packaging (New Business)
Chicken Pantry (Business Relocation)
Cricket Mobile (Business Expansion)
Dan Moon (Olive) (Business Expansion)
Florida Health Care Plans (Business Expansion)
Glen Canfield GC (Business Relocation)
Halifax River Seaplane Base (Event & recertification)
Joy McGovern (New Business)
Khalani's SUP & Surf (Business expansion)
Next Gen Day Care (Existing Business Relocation)
Palm Casual Furniture (Business expansion)
Patch Stop (Business Relocation)
R.E. Michaels (Business Expansion)
RPS Catering (Existing Business Expansion)
Sauté Kingz (New Business)
Schapers Roofing (Existing Business Relocation)
Sea Spray Spa (New Business)
Sledz East Kusoms LLB (Existing Business Relocation)
Surface Crafters (Business Expansion)
Tacos Customs LLC (Business Relocation)
Tiki Tavz Spice Company (Business Relocation | Out of State)
Xcel Wealth Management (relocation * expansion)
Zest By Fay (Business Relocation)

Project Pipeline

January 15, 2017 to July 15, 2017

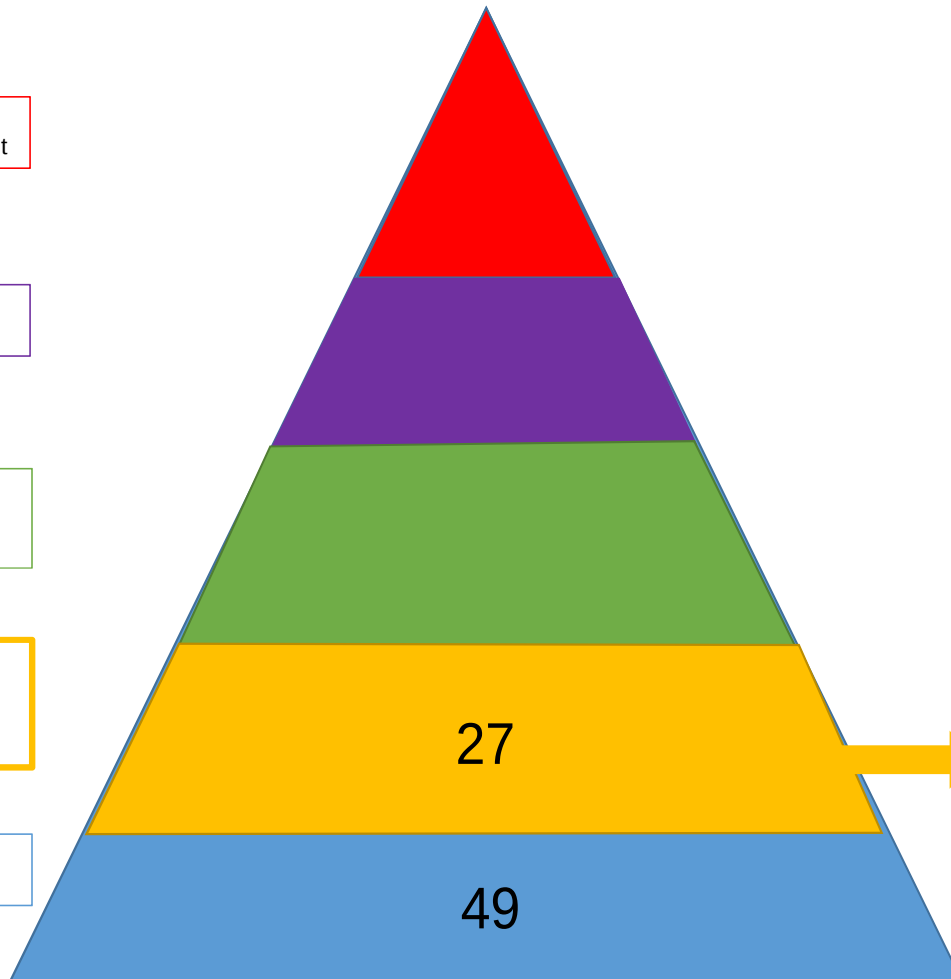
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Patch Stop (Business Relocation)
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Sea Spray Spa (New Business)
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Surface Crafters (Business Expansion)
Tacos Customs LLC (Business Relocation)
Tiki Tavz Spice Company (Business Relocation | Out of State)
Xcel Wealth Management (relocation * expansion)
Zest By Fay (Business Relocation)

On Hold (Per Prospect)
Smokehouse BBQ
Megastar Industries
Market Refrigeration
The Trike Shop
Minority Racing Assoc.
Big League Landscape
Madden Ace Hardware
Hybridge SunTrust
Enterprise Rent-A-Car

Cold
Terry Johnson LLC
Boston Coffee
Fred's Market
Hog-N-Bones
4Rivers BBQ
Fred's Market

Dead
Daytona Jeep
FL Beachcomber
E.M.P. Solutions
Elks Lodge
Don Kiki Cigars
Benedict Advertising
Jen Perrin Styles

Project Pipeline

January 15, 2017 to July 15, 2017

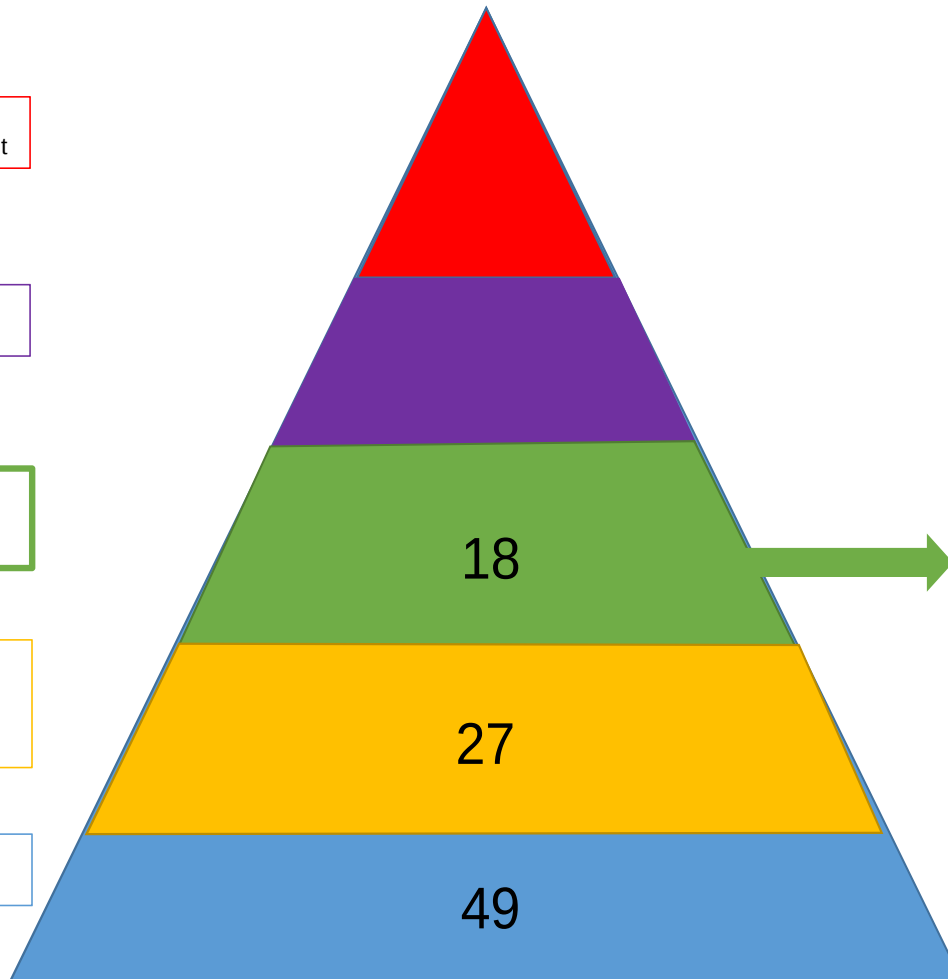
Stage 5
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Negotiations
w. Private Owner

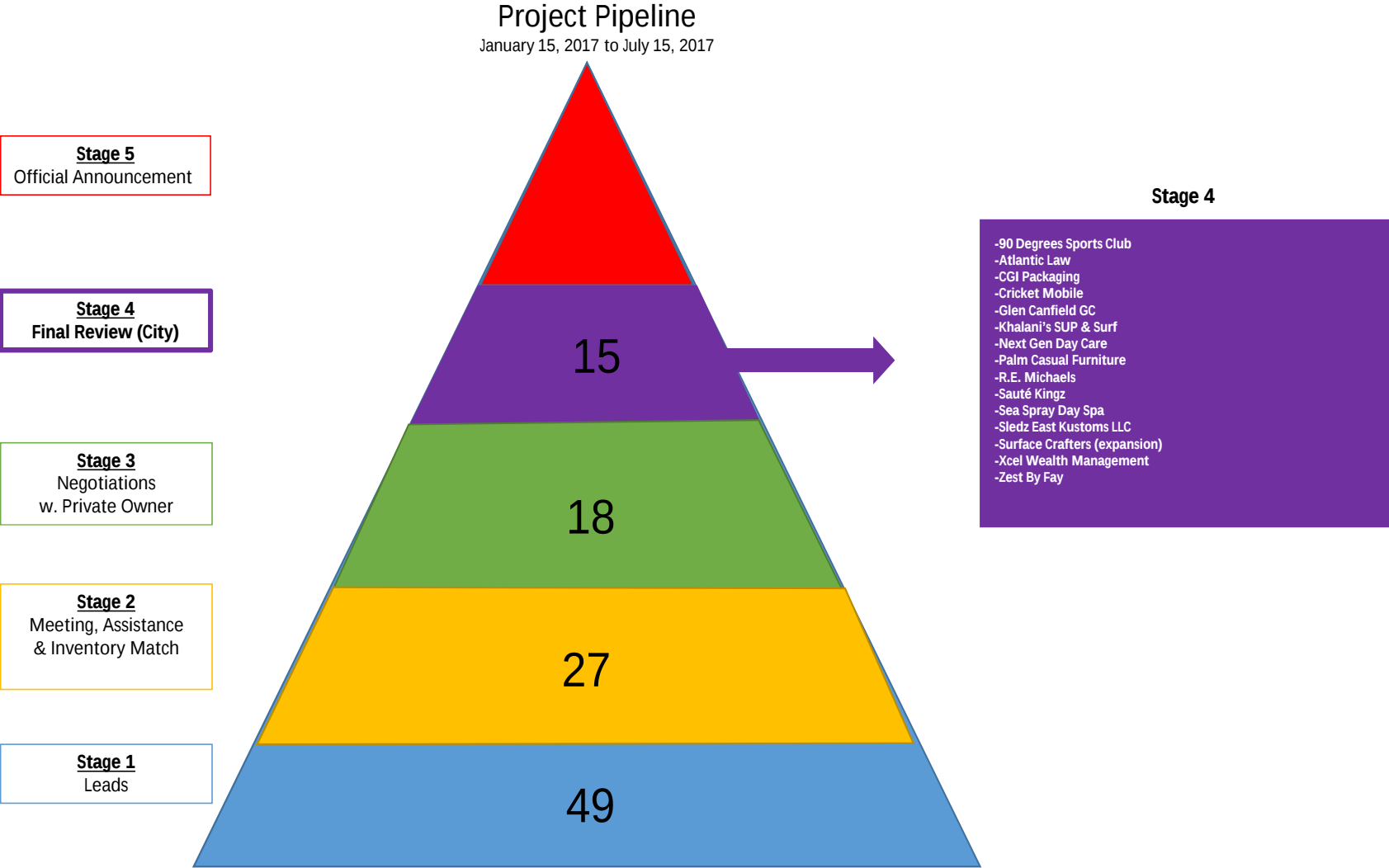
Stage 2
Meeting, Assistance
& Inventory Match

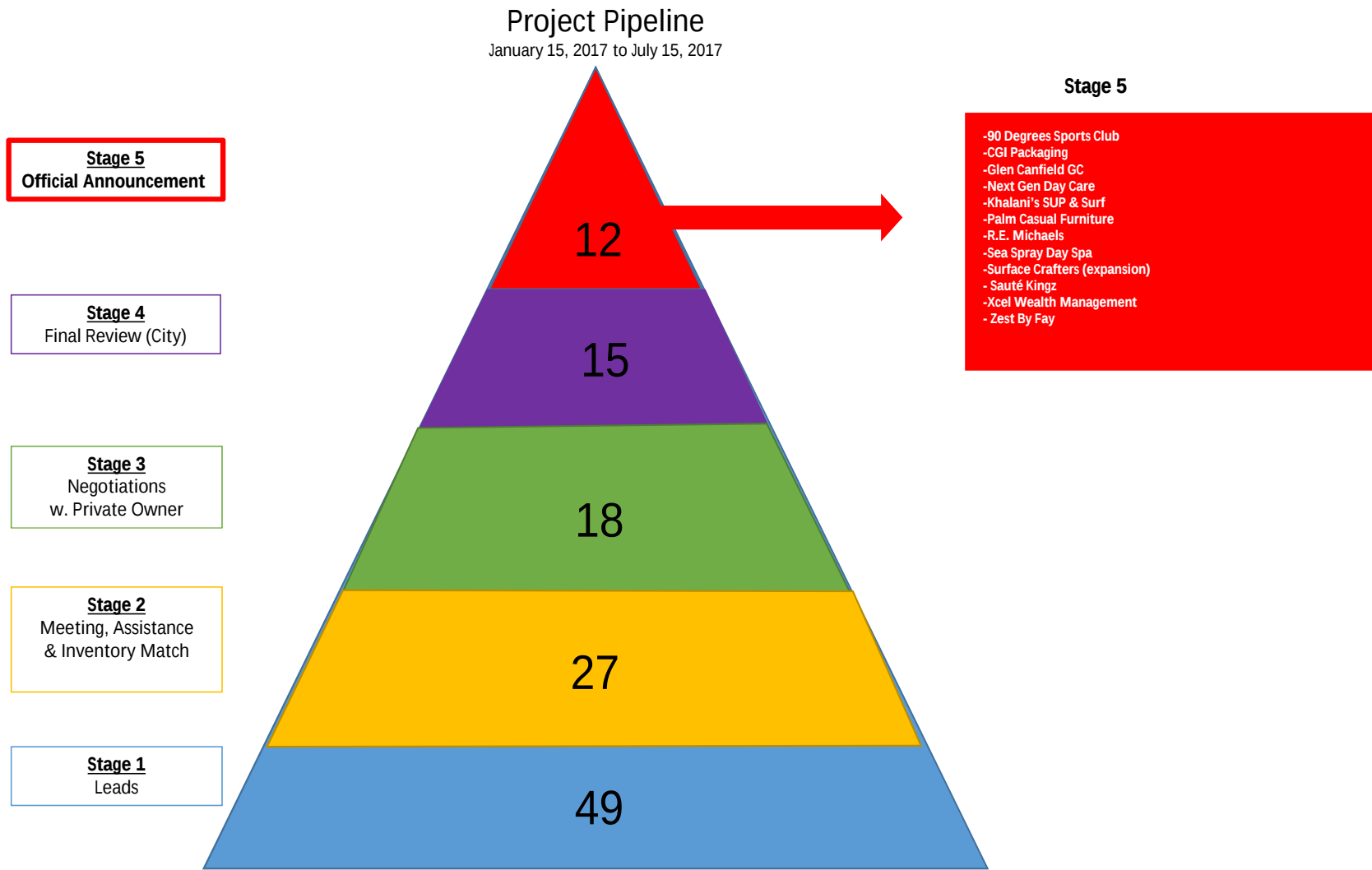
Stage 1
Leads



Stage 3

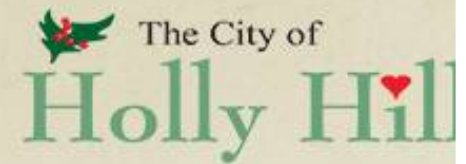
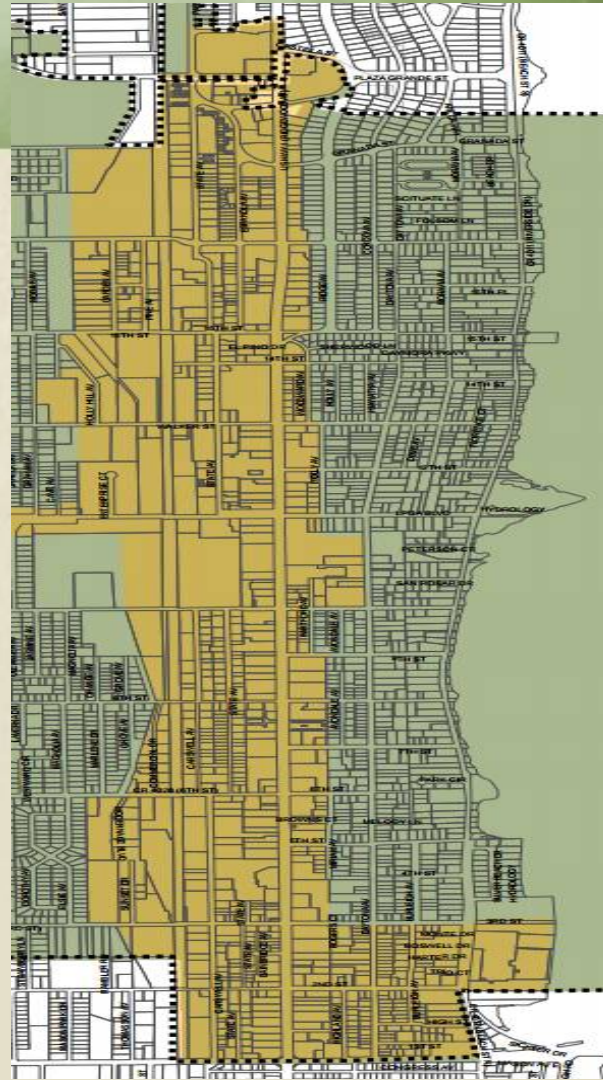
90 Degrees Sports Club (New Business)
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Sea Spray Spa (New Business)
Sledz East Kusoms LLB (Existing Business Relocation)
Surface Crafters (Business Expansion)
Tacos Customs LLC (Business Relocation)
~~Tiki Tavz Spice Company (Business Relocation | Out of State)~~
Xcel Wealth Management (Business Relocation & Expansion)
Zest By Fay (Business Relocation)

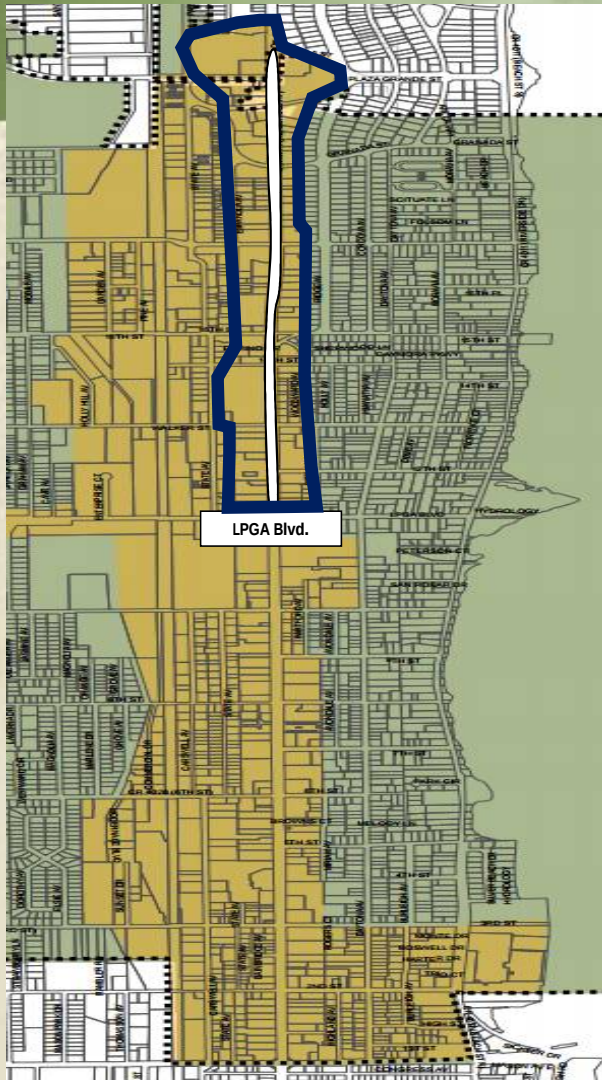




Updates:

- ~~Prospect Pipeline (Tracking)~~
- **US 1 Inventory Review**
- Review





LPGA Blvd. (North)

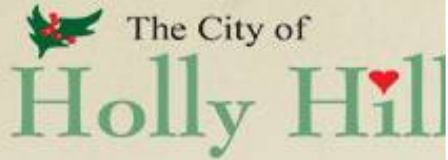
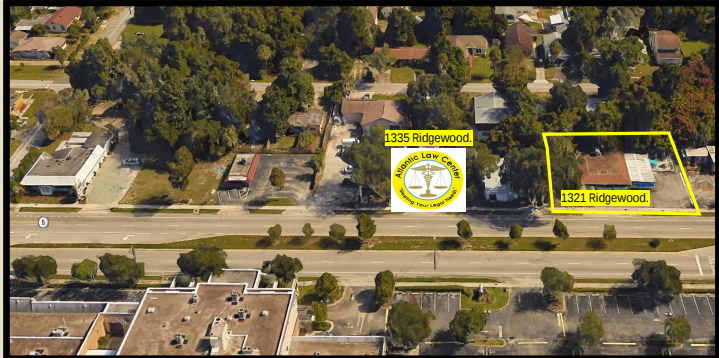
Existing space (buildings) for sale or lease: 9

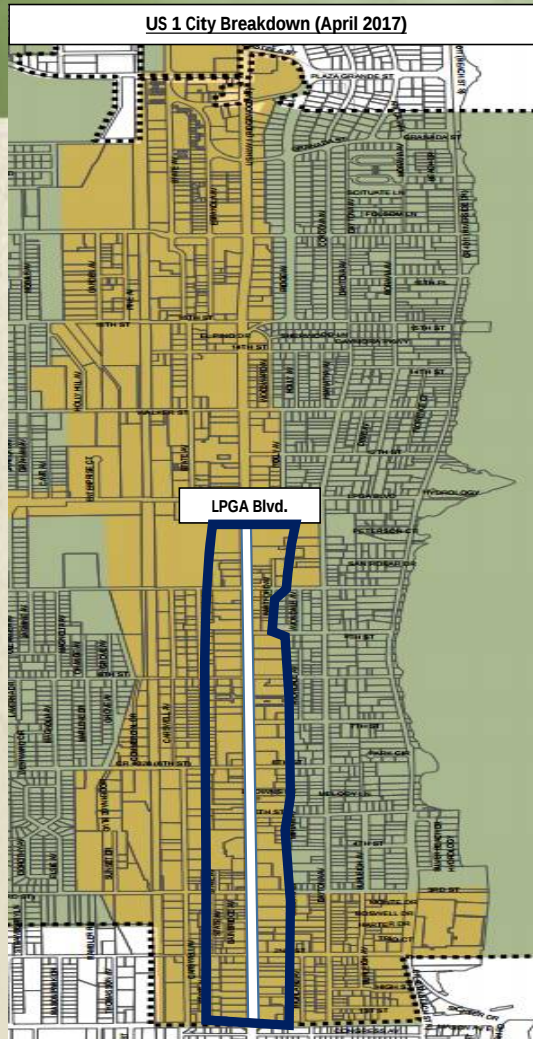
City block with the most existing buildings:

-Walker to 14th St. (3 buildings)

Ave. Price: \$450,000 - \$600,000

Ridgewood Avenue - US 1 (North of LPGA Blvd.) | July 2017





LPGA Blvd. (South)

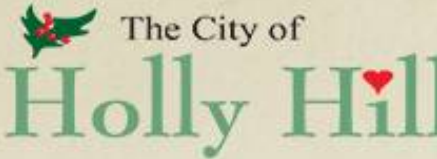
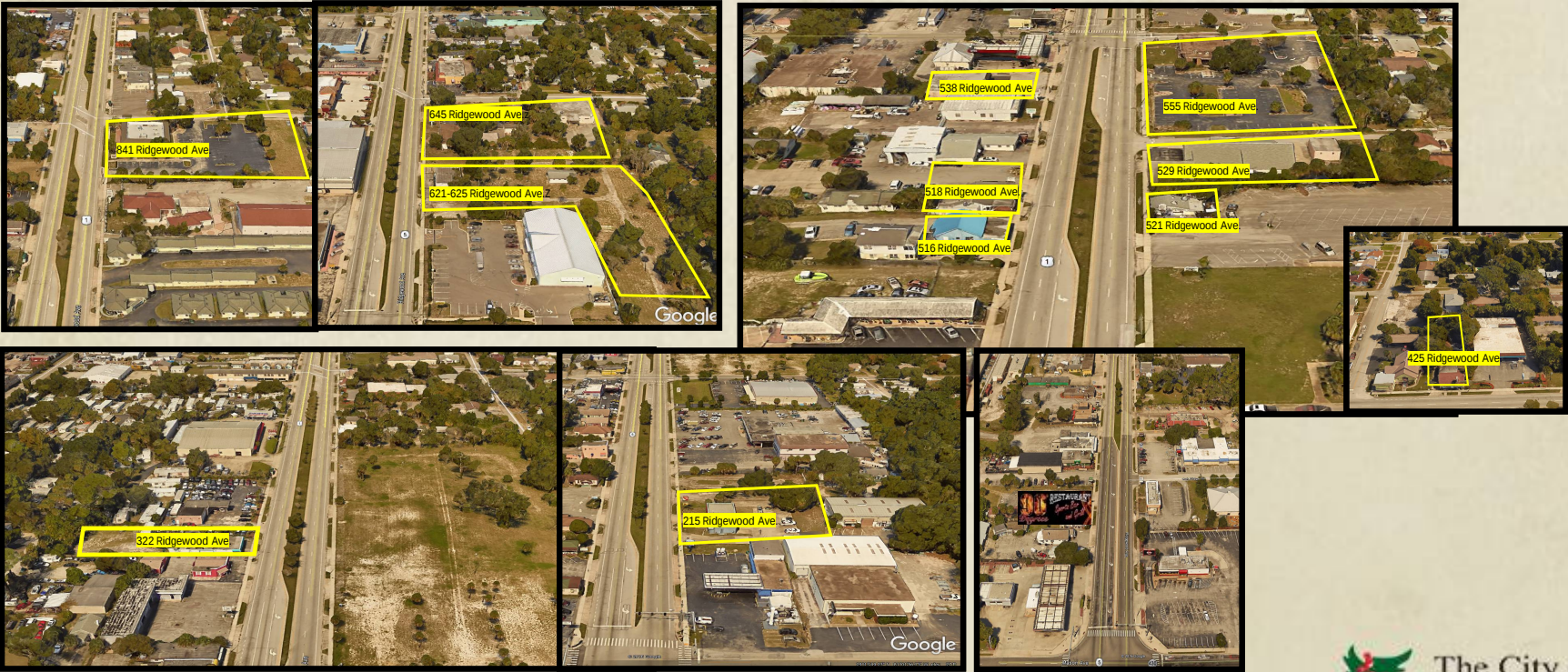
Existing space (buildings) for sale or lease: 19

City block with the most existing buildings:

- 5th St. to 8th St. (11 buildings)

Ave. Price: \$225,000 - \$500,000

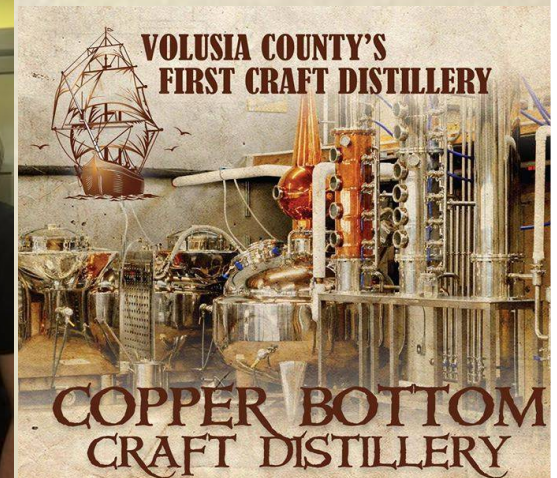
Ridgewood Avenue - US 1 (South of LPGA Blvd.) | April 2017



Updates:

- ~~Prospect Pipeline (Tracking)~~
- ~~US 1 Inventory Review~~
- **Review**

Review



New Businesses: 4

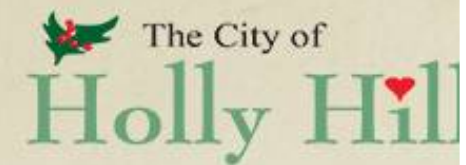
CGI Packaging
Sauté Kingz
90 Degrees Sports Club
Copper Bottom Craft Distillery

Existing Business Expansion: 8

Surface Crafters (Commercial Drive Expansion)
Palm Casual Furniture (North Location)
R.E. Michaels (Current Footprint)
Browse House (1501 Ridgewood)
RPS Catering (Current Footprint)
Schapers Roofing (New location)
Next Gen Day Care (New location)
Cricket Mobile (New location)

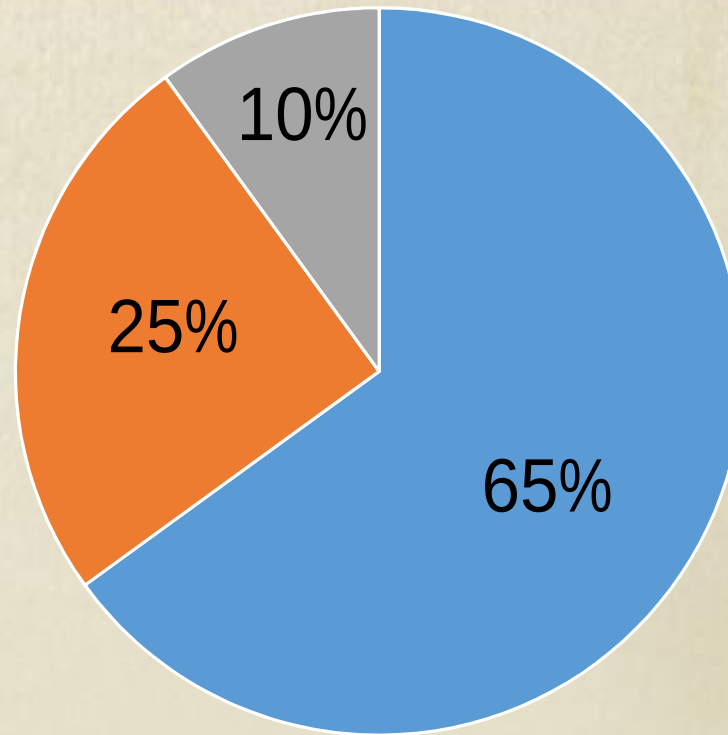
Businesses That Relocated To The City: 7

Zest By Fay | Ormond Beach, FL
Xcel Wealth Management | Daytona Beach, FL
Patch Stop | Daytona Beach, FL
Atlantic Law Center LLC | Ormond Beach, FL
Aqua Pools | Port Orange, FL
Sledz Easy Kusomz LLC | Bunnell, FL
Tacos Kustomz | Daytona Beach, FL



Highlights:

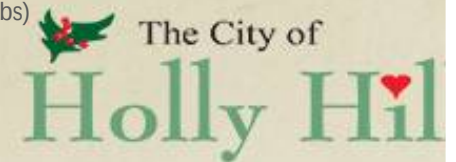
By Industry



■ Manufacturing-Industrial Retail

■ Professional Services

■ Other (Restaurants, Nightclubs)





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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Valerie Manning
SUBJECT: Minutes - CRA Budget Workshop - July 25, 2017
NUMBER: (ID # 1760)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 25, 2017 CRA Economic Development Budget Workshop.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve workshop minutes from July 25, 2017.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - July 25, 2017 - Budget Workshop - CRA Economic Development (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 25, 2017

City Commission Chamber

Budget Workshop

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
2. BUDGET PRESENTATIONS BY DEPARTMENTS

1.

Budget Workshop Community Redevelopment Area Budget Millage Rate Discussion

(Requested by Kurt Swartzlander, Finance)

Kurt Swartzlander, Finance Director discussed the CRA Budget for FY 2017-2018 with the Mayor and City Commission. Mr. Swartzlander discussed the millage rate column, taxes generated column, TIF, and GF in the presentation. Also, discussed was the Average Taxable Value and Roll-Back vs. Proposed, and Tax Amount. The Overhead to Underground Utilities project is underway along US1. The CRA Projects Fund is listed below:

BUDGET FY 2017-18		EXPENSES				
CRA PROJECTS FUND		FY14-15	FY 15-16	FY16-17	FY16-17	FY17-18
		Actuals	Actuals	Original	Amended	Proposed
CRA PROJECTS						
2 Operating	139 5590					
552 3400 OTHER SERVICES		0	308	0	0	0
Subtotal		0	308	0	0	0
CRA PROJECTS						
3 Capital	139 5590					
552 6500 CONSTRUCTION IN PROGRESS		26,195	241,386	3,787,400	3,787,400	1,894,800
Subtotal		26,195	241,386	3,787,400	3,787,400	1,894,800
CRA PROJECTS	Total	26,195	241,694	3,787,400	3,787,400	1,894,800
FUND TOTALS		26,195	241,694	3,787,400	3,787,400	1,894,800

Mr. Swartzlander stated the Resolution in tonight's regular meeting is also setting the meeting dates for September 2017. The first regular meeting will be on Monday, September 11, 2017 at 7:00 PM due to TRIM requirements. The second meeting will be as regularly scheduled, Tuesday, September 26, 2017 at 7:00 PM.



3. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.



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

**City Commission
Resolution**

MEETING DATE: August 22, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Assign the Contract with Quentin L. Hampton Associates for General Engineering Services to Mead & Hunt to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1754)
APPLICANT:
PLANNER:

DISCUSSION:

Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. All QLH employees have been retained in their roles and there will not be any change to the personnel assigned to Holly Hill projects. Mead & Hunt is requesting to exercise the assignment terms of the current engineering services contract(s).

Per the contract:

"The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY."

FISCAL ANALYSIS:

There is no financial impact on the City in accepting this assignment of contract.

STAFF RECOMMENDATION:

Approve the Assignment of Services Agreement for General Engineering Services with Quentin L. Hampton Associates to Mead & Hunt

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-42, AUTHORIZING THE CITY MANAGER TO ASSIGN THE CURRENT AGREEMENT WITH QUENTIN L. HAMPTON ASSOCIATES FOR GENERAL ENGINEERING SERVICES TO MEAD & HUNT, UNDER THE SAME TERMS AND CONDITIONS AS THE CURRENT AGREEMENT, AND TO TAKE ALL NECESSARY BUDGETARY ACTIONS.

ATTACHMENTS:

- General_City of Holly Hill_General Engineering Services (PDF)
- Professional_City of Holly Hill_General Engineering Services (PDF)
- W9 (PDF)
- Holly Hill CV+Assignment Letter (PDF)

Resolution No. (ID # 1754)**RESOLUTION 2017-R-42 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ASSIGN THE CONTRACT WITH QUENTIN L. HAMPTON ASSOCIATES FOR GENERAL ENGINEERING SERVICES TO MEAD & HUNT TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2017-R-42**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ASSIGN THE CONTRACT WITH QUENTIN L. HAMPTON ASSOCIATES FOR GENERAL ENGINEERING SERVICES TO MEAD & HUNT TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017; and

WHEREAS, The City of Holly Hill and QLH has entered into an Agreement for engineering services dated December 4, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

WHEREAS, the City desires to assign the existing contract to Mead & Hunt, for general engineering services; and

WHEREAS, Mead & Hunt has provided updated insurance and W-9 data to the City; and

WHEREAS, the City has reviewed the terms, provisions, conditions and requirements of the contract and finds that assigning the contract serves a public purpose.

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

SECTION 1. All rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and

conditions shall remain in full force and effect.

SECTION 2. This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

SECTION 3. That the City Manager of the City of Holly Hill is hereby authorized to assign the current agreement with Quentin L. Hampton Associates for General Engineering Services to Mead & Hunt, under the same terms and conditions as the current agreement, and to take all necessary budgetary actions.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 22nd day of AUGUST, 2017.



MEADHU1

5.1.a

T1

CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

07/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hausmann-Johnson Insurance Inc 700 Regent St., PO Box 259408 Madison, WI 53725-9408 Phil Hausmann		CONTACT NAME: Phil Hausmann, CIC PHONE (A/C, No, Ext): 608-257-3795 FAX (A/C, No): 608-257-43 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Casualty & Surety	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			P6305C656013TIL16	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1, GENERAL AGGREGATE \$ 2, PRODUCTS - COMP/OP AGG \$ 2, \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			P8106C161444COF16	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			PSMCUP6C16147ATIL16	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 9, AGGREGATE \$ 9, \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	5C679708-WI 5C679733 - OTHER STATES	12/01/2016 12/01/2016	12/01/2017 12/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1, E.L. DISEASE - EA EMPLOYEE \$ 1, E.L. DISEASE - POLICY LIMIT \$ 1,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: General Engineering Services. When specified in written contract, the Certificate Holder is listed as Additional Insured with respect to Commercial General Liability & Commercial Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

CITHOLL City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2017

5.1.b

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WI 10 E. Doty Street, Suite 800 Madison, WI 53703		1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No. Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com	FAX (A/C, No): 866-501-3945
INSURED Mead & Hunt, Inc. M & H Architecture, Inc. 2440 Deming Way Middleton, WI 53562		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
		NAIC # 37885		

COVERAGES **CERTIFICATE NUMBER: 50356692** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability (Claims Made)			DPR9907497	10/25/16	10/25/17	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liability Included

RE: General Engineering Services

CERTIFICATE HOLDER City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AR317348
50356692

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Packet Pg. 30

Attachment: Professional_City of Holly Hill_General Engineering Services (1754 : Assignment of Services Agreement for General Engineering

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mead and Hunt, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2440 Deming Way

6 City, state, and ZIP code
Middleton WI 53562

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

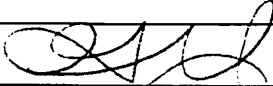
Social security number								
			-					
or								
Employer identification number								
3	9	-	0	7	9	3	8	2 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 1-4-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Forte,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad T. Blais'.

Brad T. Blais, P.E.

Enclosure: Contract Assignment

Attachment: Holly Hill CV+Assignment Letter (1754 : Assignment of Services Agreement for General Engineering Serv W/ Quentin L. Hampton



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 10th, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Services Agreement for General Engineering Services with Quentin L. Hampton Associates, Inc.

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Holly Hill and QLH has entered into an (Agreement) for engineering services dated December 4th, 2015; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from The City of Holly Hill; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between The City of Holly Hill and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

Approved:

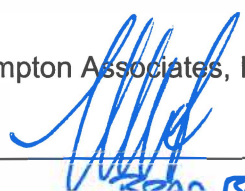
Accepted:

City of Holly Hill

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: _____

By:  _____

By:  _____

Name: _____

Name: BRAD BEAIS

Name: Andrew J. Platz

Title: _____

Title: VICE PRESIDENT

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: _____

Date: 8/11/17

Date: _____



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-43 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Execute the Necessary Closing Documents to Transfer a Portion of the Property Located at 1200 Center Avenue, Holly Hill, FL, Pursuant to the Terms and Conditions of the Previously Approved Purchase & Sale Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 1768)
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the Mayor and City Manager to execute the necessary closing documents to transfer a portion of the property located at 1200 Center Avenue, Holly Hill, FL, pursuant to the terms and conditions of the previously approved Purchase and Sale Agreement.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution 2017-R-43 as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-43, AUTHORIZING THE MAYOR AND CITY

MANAGER TO EXECUTE THE NECESSARY CLOSING DOCUMENTS TO TRANSFER A PORTION OF THE PROPERTY LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FL, PURSUANT TO THE TERMS AND CONDITIONS OF THE PREVIOUSLY APPROVED PURCHASE AND SALE AGREEMENT.



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-44 A Resolution of the City of Holly Hill, Florida, Authorizing the Mayor and City Manager to Execute the Necessary Closing Documents to Transfer the Properties Located at 140 Riverside Drive, Holly Hill, FL and 101 2nd Street (The Market), Pursuant to the Terms and Conditions of the Previously Approved Purchase and Sale Agreements; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 1769)
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the Mayor and City Manager to execute the necessary closing documents to transfer the properties located at 140 Riverside Drive, Holly Hill, FL and 101 2nd Street (The Market), pursuant to the terms and conditions of the previously approved Purchase and Sale Agreements.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution 2017-R-44.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-44, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE NECESSARY CLOSING DOCUMENTS TO TRANSFER THE PROPERTIES LOCATED AT 140 RIVERSIDE DRIVE AND 101 2ND STREET (THE MARKET), PURSUANT TO THE TERMS AND CONDITIONS OF THE PREVIOUSLY APPROVED PURCHASE AND SALE AGREEMENTS.



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Valerie Manning
SUBJECT: Team Volusia - Economic Development Agreement 2017-2018
NUMBER: (ID # 1758)
APPLICANT:
PLANNER:

DISCUSSION:

This is a Economic Development Agreement for 2017-2018 with Team Volusia. This agreement mirrors the program requirements of the 2016-2017 agreement.

FISCAL ANALYSIS:

This is a fully budgeted item in the proposed FY2017-18 budget.

STAFF RECOMMENDATION:

Approve the 2017-2018 agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Team Volusia Letter to COHH (PDF)
- Team Volusia Cooperative Economic Development Agreement 2017-2018 (PDF)



July 10, 2017

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

Dear Joe,

As your City enters the 2017/2018 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this draft agreement useful as a worksheet in assisting you with your 2017/2018 budgeting and planning. We have mirrored the program requirements of the 2016/2017 agreement. Please review the document and let us know if you have any questions. If the document is satisfactory, when approved, please return the two signed copies to our offices. I will attach my signature and return one original for your files.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Council. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith A. Norden, CEcD
President and CEO

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 201~~6~~⁷ by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the 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 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 the TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has as agreed to appropriate the amount of **Five Thousand Eight Hundred Fifty-six Dollars (\$5,856.00)** at .50 cents per capita, in the budget for the fiscal year 2016–2017 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Holly Hill desires to contract with the 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 the 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 the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of Five Thousand Eight Hundred Fifty-six Dollars (\$5,856.00), 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, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2016. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement and the percentage of public verses private funds.

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Holly Hill and to foster expansion of existing businesses within the City of Holly Hill; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.
4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
6. **Term of Agreement.** This agreement shall commence on October 1, 2016 and shall continue in force for a one-year period ending September 30, 2017. In addition, this agreement may be terminated upon any of the following events;
 - a. Written notice of termination of the Agreement by either party with or without cause.
 - b. 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.
7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC: Keith Norden
 President & CEO
 Team Volusia EDC
 One Daytona Blvd, Suite 240
 Daytona Beach, FL 32114

8. **Indemnification.** The 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 grossly negligent or malicious performance of its operations under this Agreement.
9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

10. **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 _____ 2016.

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 Hill, City Clerk

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Steve Aldrich
SUBJECT: Florida Department of Corrections Memorandum of Agreement -
2017
NUMBER: (ID # 1757)
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Corrections is committed to working with all Florida Law Enforcement agencies to protect lives, property, public peace, and the safety of all citizens. The Florida Department of Corrections is partnering with Florida Law Enforcement agencies to assist offenders with reentry in to society, working to reduce victimization, recidivism and reducing state spending on corrections. This Memorandum of Understanding with the Florida Department of Corrections focuses on building a partnership with local Law Enforcement to ensure the safety of all residents. This agreement will remain in effect until October 23, 2022.

FISCAL ANALYSIS:

There is no additional cost associated with participation in this Memorandum of Understanding between The Florida Department of Corrections and the Holly Hill Police Department.

STAFF RECOMMENDATION:

Allow the Holly Hill Police Department to enter into the Memorandum of Agreement with the Florida Department of Corrections.

COMMISSION GOAL:

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

MOTION:

Motion to Approve the Holly Hill Police Department entering into the Memorandum of

Agreement with the Florida Department of Corrections.

- A4369 MOA - Unexecuted (PDF)

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

HOLLY HILL POLICE DEPARTMENT

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Holly Hill Police Department ("Agency"), located in Volusia County, Florida, which are the parties hereto.

WITNESSETH

WHEREAS, the Department and the Agency are governmental offices that will comprise a community partnership ("partnership") in Region 2, Circuit 7;

WHEREAS, the diverse responsibilities and services provided by the Department and the Agency are integral to the administration of criminal justice and offender reentry in Volusia County, Florida;

WHEREAS, the Department and the Agency recognize that providing offenders with reentry assistance, as appropriate, is an anti-crime measure which reduces victimization, recidivism, and state spending on corrections;

WHEREAS, the Department and the Agency agree that offenders face many challenges to successful reentry, that most offenders have limited skills and community contact and are unable to identify support services available in their community prior to release;

WHEREAS, the Department and the Agency share the common goal of promoting public safety for the citizens of Volusia County, Florida, by reducing crime and recidivism by offenders under community supervision in the county through the efficient administration of policing and correctional services;

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of the partnership established by this Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

WHEREAS, the Department and the Agency recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on October 24, 2017, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on October 23, 2022. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement for up to an additional five (5) year period beyond the initial agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement expiration date.

II. **SCOPE OF AGREEMENT**

A. Overview

The parties agree to work together in their goal of improving the administration of criminal justice and reentry services in Volusia County, Florida, by:

1. Improving the efficiency of the interaction of their offices;
2. Facilitating the exchange of information and records between the parties collected and maintained by each; and
3. Wherever pertinent, utilizing a team problem-solving approach to address the issues facing their respective offices and the criminal justice system.

Each party will retain responsibility for its personnel, and its fiscal and/or general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this partnership and its endeavors, objectives, and goals, which are directed only towards offenders under the supervision of the Department.

B. Responsibilities of the Department

The Department agrees to perform the following duties in support of this Agreement:

1. The Department will dedicate certain officers and resources for the purposes of identifying dangerous at-risk offenders under supervision.
2. The Department will exchange with the Agency the following current information on absconders and offenders under the Department's supervision: addresses, offenses, conditions of supervision, and criminal histories.
3. The Department will make initial contact with supervised offenders unless the situation dictates a warrantless arrest where the probation officer needs assistance from the Agency's officers, or other law enforcement agency's officers, in transporting the offender to the county jail.
4. The Department will compile and disseminate to partnership participants pertinent reports on the status of targeted offenders.

AGREEMENT #A4369

5. The Department will participate in Ride-Alongs, in order to familiarize the Agency with the whereabouts, descriptions, and conditions of supervision of its community control offenders, sexual predators, sexual offenders, and high-risk offenders, to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for Ride-Alongs must have received current mandatory use-of-force training, in accordance with Department Procedure 302.313 "Use of Force in Community Corrections." Probation officers with less than six (6) month's experience will be accompanied by a supervisor, senior officer, or specialist.
6. The Department will provide violation warrants, or a probable cause affidavit, to the Agency to conduct a warrantless arrest to expedite the arrest process for an active warrant, and assist the Agency, as necessary, in serving those warrants.
7. The Department will conduct administrative searches, in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," to ensure that offenders are in compliance with their terms of supervision.
8. The Department will provide briefings to Agency's officers, in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," on participation in warrantless arrests.
9. The Department will not participate in law enforcement activities where a non-Department offender is involved.

C. Responsibilities of the Agency

The Agency agrees to perform the following duties in support of this Agreement:

1. The Agency may exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department.
2. The Agency may assist probation officers on field visits to offender residences and places of employment, as necessary, to execute a warrant or warrantless arrest.
3. The Agency may assist probation officers in serving violation of supervision and absconder warrants.
4. The Agency may provide safety for probation officers, while they conduct administrative searches, to ensure the offender's compliance with the terms of supervision, by controlling the offender, family members, or others present during the search, and may transport the offender to the county jail, if warranted.
5. The Agency may provide assistance in identifying, receipting, and securing of any property seized during a search conducted by the Department.
6. The Agency may advise the Department of any violations of supervision that an offender commits in the presence of the Agency's officer(s), and may conduct a warrantless arrest upon confirmation with the Department that a violation has occurred.

AGREEMENT #A4369

7. The Agency may assist the Department in transporting and/or arresting absconders or offenders within the jurisdiction of Volusia County, Florida or as otherwise permitted by law, if the offender is found to be in violation of supervision.
8. The Agency may conduct surveillance on high-risk offenders, as permitted by law, for the purpose of locating an offender to conduct an arrest.
9. The Agency may provide the opportunity for participating in Ride-Alongs, in order to become familiar with the whereabouts, descriptions, and specified conditions of supervision of community control offenders, sexual predators, sexual offenders, and high-risk offenders, to ensure that all violations are communicated to the assigned supervising officer(s) for notification to the appropriate sentencing authority.
10. The Agency's officers may assist Department officers with monitoring offender's compliance with supervision sanctions, by conducting a warrantless arrest if an offender is observed violating the terms or conditions of supervision in the community.

D. Joint Responsibilities

1. To further enhance public safety, each party agrees to commit its available resources to the partnership to apprehend probationers, parolees, conditional releasees, and any other offenders under the supervision of the Department who have violated supervision terms established by the applicable sentencing authority.
2. Because a successful reentry strategy provides safer Florida communities, each party agrees that its available resources must also be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.
3. Each party recognizes that some of the most urgent issues to address for successful reentry of inmates and offenders are housing (temporary and permanent), employment opportunities/job placement, life skills/lifestyle, interest and habits, educational/vocational training, counseling (family, anger management, parenting), mentoring, cognitive behavioral classes, transportation, substance abuse treatment, and mental health treatment/co-occurring disorders.
4. Each party agrees to provide a designee to attend and serve as its representative at partnership meetings and further agrees that such meetings will be regularly held to discuss issues and methods to better achieve the goals of the partnership.
5. The parties agree to exchange information as to their respective duties, responsibilities, and roles within the criminal justice system and offender reentry, their required interaction with, and reliance on, the other party, and their goals and objectives in order to maximize the use of resources and personnel to ensure successful offender reentry.
6. The parties agree to the extent allowable by law, rule, or regulation, to provide immediate exchange of information regarding offenders, including suspected violations of supervision.
7. In order to maximize the use of resources and personnel, the parties agree to identify common, shared, or related duties, responsibilities, and goals and to coordinate the delivery of services to eliminate duplicity of effort and unnecessary cost.

AGREEMENT #A4369

8. The parties agree to discuss and establish partnership policies and procedures for the sharing or pooling of resources and equipment to assist in improving the delivery and quality of their services.
9. The parties agree to review partnership procedures for communicating the initiatives and directives of the partnership to their respective personnel for action and implementation.
10. The parties agree to discuss, formulate, and implement plans to educate the public about the duties and responsibilities of their respective offices.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT**A. Department's Agreement Administrator**

The Department's Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT

Tammi Schimming
Circuit Administrator, Circuit 7
210 N. Palmetto Ave., Suite A104
Daytona Beach, Florida 32114
Telephone: (386) 281-6811
Fax: (386) 238-4892
Email: Tammi.Schimming@fdc.myflorida.com

FOR THE HOLLY HILL POLICE DEPARTMENT

Stephen K. Aldrich
Chief of Police
1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone: (386) 248-9491
Fax: (386) 248-9480
Email: saldrich@hollyhillfl.org

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS**A. Public Records Law**

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes (F.S.), made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Independent Contractor Status

The Agency shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. The Department shall neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

AGREEMENT #A4369

D. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

E. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

F. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: A4369 MOA - Unexecuted (1757 : Florida Department of Corrections Memorandum of Agreement - 2017)

AGREEMENT #A4369

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:
HOLLY HILL POLICE DEPARTMENT

SIGNED
 BY: _____

NAME: Stephen K. Aldrich

TITLE: Chief of Police

DATE: _____

FEID#: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
 BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED
 BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Attachment: A4369 MOA - Unexecuted (1757 : Florida Department of Corrections Memorandum of Agreement - 2017)



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

**City Commission
Resolution**

MEETING DATE: August 22, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-45 A Resolution of the City Commission of the City of Holly Hill, Florida, Assigning the Remaining Term of 13 Months of the Waste Management Agreement and Pursuant to Section 30-71 of the City's Code of Ordinances Waiving the Formal Bidding Process Requirements and Enter into Negotiations to Extend the Agreement with Waste Pro of Florida, Inc. for a Period of 10 Years and One Month Authorizing the Mayor and City Manager to Execute the Agreement for Solid Waste and Recycling Collection and Disposal Services with Waste Pro of Florida, Inc. Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

NUMBER: (ID # 1755)
APPLICANT:
PLANNER:

DISCUSSION:

The City's contract for solid waste and recycling services with Waste Management is due to expire in September 2018. The City was contacted by the representative of Waste Management who requested the opportunity to assign the remaining term of the contract to Waste Pro.

The City staff researched the assignment clause in the contract and learned that the contract is assignable with a fee of \$50,000.00. Since the contract will terminate in September 2018 and it is clear the Waste Management is no longer interested in providing the services, the city staff believes it would be in the city's best interest to negotiate a renewal to the contract with Waste Pro with an extension of 10 years and one (1) month. Negotiating a renewal allows the city to receive the \$50,000.00 fee and negotiate terms and conditions that are more in line with current operations when compared to the original 1998 agreement and amendments with Jennings Environmental Services.

During the City Manager's comments at the July 25, 2017 City Commission meeting, the City Manager requested direction from the City Commission and ask the commission waive the procurement process and allow the City Manager, Staff and RCG Consulting firm to negotiate an assignment and extension to the solid waste agreement.

Waste Pro is has been operating as a solid waste company for 10 years with its headquarters located in Longwood, Florida. The maintain 115 exclusive municipal and county franchise agreement throughout the southeastern United States with over 1.5 million residential customers and 35,000 businesses.

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

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

Although the service the city has enjoyed with Waste Management was acceptable, the staff believes moving from a Side Arm Receiver (SAR) with a single operator to a two person rear load vehicle will help clean the city's appearance especially when residential customers are placing many items outside of the toter which the SAR cannot pickup because the deriver cannot get of the truck.

Following reference checks from the surrounding cities, the city staff believes a move to Waste Pro will prove to be a great success to the residents and business of Holly Hill.

Notable Changes to the Agreement:

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

Since this is a completely new agreement, it was not possible to provide a strike through and underline version of the agreement. Therefore, I have provided a separate document outlining the major changes and reasons for the change.

FISCAL

ANALYSIS:

Waste Pro has agreed to hold for an additional year the current pricing from the Waste Management Contract through October 1, 2018 foregoing the increase anticipated under the existing Waste Management Contract. This proposal also includes a rate reduction on residential services of \$0.50 per month.

STAFF RECOMMENDATION:

Since it is clear Waste Management no longer desires to provide services to the City of Holly Hill and the staff believes the city has received the best contract through negotiated terms rather than the bid process, the City Manager is recommending the City Commission Approve the agreement and authorize the Mayor and City Manager to execute the Agreement.

Resolution 2017-R-45 if adopted, will waive the formal procurement bidding process and authorize Mayor and City Manager to execute the Agreement for solid waste services with Waste Pro for a period of 10 years.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2017-R-45, AGREEMENT WITH WASTE PRO OF FLORIDA, INC., AS ATTACHED HERETO, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Wate Pro Significant changes to Agreement (DOCX)
- Holly Hill Waste Pro Final contract 08 22 2017 (DOCX)

Resolution No. (ID # 1755)

RESOLUTION 2017-R-45 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ASSIGNING THE REMAINING TERM OF 13 MONTHS OF THE WASTE MANAGEMENT AGREEMENT AND PURSUANT TO SECTION 30-71 OF THE CITY'S CODE OF ORDINANCES WAIVING THE FORMAL BIDDING PROCESS REQUIREMENTS AND ENTER INTO NEGOTIATIONS TO EXTEND THE AGREEMENT WITH WASTE PRO OF FLORIDA, INC. FOR A PERIOD OF 10 YEARS AND ONE MONTH AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH WASTE PRO OF FLORIDA, INC. PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2017-R-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ASSIGNING THE REMAINING TERM OF 13 MONTHS OF THE WASTE MANAGEMENT AGREEMENT AND PURSUANT TO SECTION 30-71 OF THE CITY'S CODE OF ORDINANCES WAIVING THE FORMAL BIDDING PROCESS REQUIREMENTS AND ENTER INTO NEGOTIATIONS TO EXTEND THE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., FOR A PERIOD OF 10 YEARS AND ONE MONTH AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH WASTE PRO OF FLORIDA, INC., PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's current Contract for Solid Waste and Recycling Collection and Disposal Services with Waste Management is due to expire on September 30, 2018; and

WHEREAS, Waste Management has requested to assign the remaining thirteen (13) months of the Agreement to Waste Pro in accordance with the terms and condition of their Agreement with the City; and

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

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

WHEREAS, The City Commission finds that it is in the best interest of the City to waive the City's formal bidding requirements and enter into an Agreement with Waste Pro for a period of ten(10) years and one(1) month for Solid Waste and Recycling Collection and Disposal Services.

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

SECTION 1. Pursuant to Section 30-71 of the Code of Ordinances, the City Commission hereby waives the formal bidding requirements and authorizes the Mayor and City Manager to execute a new Agreement with Waste Pro of Florida, Inc., a copy attached hereto.

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

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

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

APPROVED AND AUTHENTICATED on this 22nd day of AUGUST, 2017.

Waste Pro Agreement List of Modifications

- There will be no reduction in services currently provided by Waste Management's contract.
- The City will receive an assignment fee of \$50,000.00 when the Agreement is assigned from Waste management to Waste Pro.
- Move from a Side Arm Loader (SLR) to a two person vehicle which will be capable of picking up trash outside the toter.
- The Agreement will be for 10 years an one month.
- The rate charged to the City will be reduced \$0.50 per residential household.
- This is an exclusive Agreement to include temporary roll off container which will help the City account for roll off containers.
- Collection of residential trash will be twice per week dividing the City into four quadrants with pickups on Monday, Tuesday, Thursday and Friday. Recycling will be picked up once per week in each quadrant. Yard waste will be picked up on Wednesday and Bulk on Friday. Educational materials will be delivered to customers via door hangers, web sites, notice in the paper and in the utility bills through the transition. A transition plan will be provided to the City no later than August 25, 2017.
- Trash pickup on City property will remain at no cost to the City.
- Adjustments to the collection component will be determined by the Consumer Price Index for All Urban Consumers, South Size class B/C, for all items , or if that index ceases to be published, an equivalent index determined by the City. Effective on October 1, 2018, the collection component for residential and commercial customers set forth in Exhibit E will be adjusted based on the annual percentage change in the CPI Index for the period beginning on April 30, 2017, and ending on April 30, 2018.
- Adjustments for the fuel component will be on an annual basis with the base of fuel pricing being set at ten (10%) percent above the fuel pricing as established on September 1, 2017 as per fuel pricing index know as: "On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet
- All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition and bare the City of Holly Hill seal. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor.
- The Contractor will provide all City solid waste utility customers with 96 gallon toters, recyclable bins, and to be used by Contractor for collection services under this Contract. All recycle bins must bear the name and seal of the City of Holly Hill or the Contractors name and logo. The Public Works Director has the right to approve or reject the toters, bins, and mechanical containers proposed to be used by the Contractor to comply with the requirements of the Agreement.
- Administrative charges remain in place however, there is a list of violations that allow the hauler an opportunity to cure before a fine is administered.

Contract for Solid Waste Collection, Disposal and Transportation Services

Between

The City of Holly Hill, Florida

And

Waste Pro of Florida, Inc.

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

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CONTRACT

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

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

SECTION 1 – DEFINITIONS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEIGHBORING COMMUNITY means a municipality within Volusia or Flagler County.

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

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

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

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

REFUSE means all garbage, trash, including construction and

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

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

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

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

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

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

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

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

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

SECTION 2 - TERM OF CONTRACT; OPTION TO RENEW

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

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

SECTION 3 - SCOPE OF WORK; EXCLUSIVE RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

- Garbage, yard waste and recycling tonnage by route.
- Used tire tonnage from all routes.
- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number.
- Commercial front load dumpster report listing, in alpha order, service address, dumpster size, days of collection and truck or route number.

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

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

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

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

- (1) Excluded waste and post-disaster debris may be collected and disposed of by the City or another contractor selected by the City.
- (3) Recovered materials at commercial establishments - in accordance with Florida Statutes Section 403.7046(3), the City may not require commercial establishments generating source-separated recovered materials to use the City's solid waste service for collection and conveyance of such materials.
- (4) The City reserves the right to collect refuse in the course of its street maintenance and other City functions and pursuant to City ordinances.
- (5) Any other exemptions required by federal, state, or local law.

SECTION 4 - REFUSE COLLECTION AND DISPOSAL

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

Services as follows.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. COMMERCIAL COLLECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. MISCELLANEOUS COLLECTIONS.

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

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

G. DISPOSAL.

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

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

SECTION 5 - RECYCLING SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the

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

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

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

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

SECTION 6 - POST-DISASTER COLLECTION AND DISPOSAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - PAYMENTS TO CONTRACTOR

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

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

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

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

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

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

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

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

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

C. ADJUSTMENTS TO FUEL COMPONENT. The adjustments provided in this Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2018 with the base of fuel pricing being set at ten (10%) percent above the fuel pricing as established on September 1, 2017 as per fuel pricing index know as:

"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at:

http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the

CPI adjustment in paragraph B above.

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

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

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

\$3.00 per gallon	
10% of rate	.30
Base Rate	\$3.30
1st anniversary price	\$3.25
Rate Increase	.05
% of increase over the Base Rate	.015
The increase to the fuel component would be .01 cent	

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

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

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

SECTION 8 - STORAGE AND OFFICE FACILITY

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

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

SECTION 9 - SCHEDULES AND ROUTES

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

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

- (1) To review and approve Contractor's proposed changes to and temporary deviations from the approved schedules and routes.
- (2) To require changes and temporary deviations in the approved schedules and routes.
- (3) To prohibit the Contractor from using certain streets, alleys, and other public right-of-way.

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

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

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

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

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

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

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

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

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

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

SECTION 10-CITY'S RIGHT TO SUPERVISE PERFORMANCE

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

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

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

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

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

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

SECTION 11 - QUALITY OF SERVICE

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

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

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

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

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

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

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

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

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

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

SECTION 12 - EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

(2) Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include at least one vehicle for the supervisor overseeing the City operations, and one "clamshell" truck available to the City in accordance with the terms of this agreement.

(3) Vehicle Condition. All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition. All collection vehicles will be maintained in a clean and painted condition to present a pleasing appearance. The Contractor will comply with the following cleaning and painting: Contractor will wash all vehicles once per week, and more frequently if necessary. Contractor will on a regular basis use touch up paint on vehicles to repair any scars or scratches. Contractor will schedule vehicles for repainting every three years, or more frequently as needed based upon the condition of a vehicle.

(4) Additional Vehicle Safety Requirements.

(a) Each non-packer collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

(b) Collection vehicles shall not be overloaded so as to scatter refuse.

(c) Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for purposes of providing immediate cleanup of any spills caused by Contractor.

(d) Each vehicle will be equipped with safety equipment such as a fire extinguisher and reflectors.

(e) Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid making collections on major travel ways during the morning and evening rush hours.

(5) Authority to Inspect. The Public Works Director or his designee is authorized to spot inspect all vehicles during route operations for compliance. The Contract administrator will attempt to notify the Contractors supervisor of the intent to inspect collection vehicles while on the collection routes the morning of the intended inspection.

(6) Maintenance of vehicles. Any fully refurbished collection vehicles must be inspected and approved by the City Manager or his designee prior to implementation of service within City. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition, Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, with sole discretion, may require the removal of equipment not adequately maintained as described above.

(7) Removal of Collection Equipment. Collection equipment that regularly and repeatedly fail to perform in a satisfactory manner shall be permanently removed from services in Contractor's Service Area. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor. Email notification will be considered acceptable as written notification by the parties. Unsatisfactory vehicle performance includes but is not limited to:

- a. Failure to complete a route due to a mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.
- b. Discharge of vehicle fluids due to mechanical

failure five (5) times in any consecutive twelve (12) month period during the Agreement.

- d. Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve(12) month period during the Agreement.

B. GENERAL CONTAINER REQUIREMENTS.

(1) The Contractor will provide all City solid waste utility customers with 96 gallon toters, recyclable bins, and to be used by Contractor for collection services under this Contract. All recycle bins must bear the name and seal of the City of Holly Hill or the Contractors name and logo.

(2) All such containers will be designed for ease of use and durability, and will additionally comply with the following requirements:

- (a) Toters will be wheel-mounted plastic, garbage cans will be galvanized metal or plastic cans of a type commonly sold as garbage cans. Toters will be made and provided with tight fitting lids. Whether used by residential or commercial customers, toters will have a capacity of 96 gallons.

- (b) Recycling bins will be plastic or recycled material in capacities suitable for their intended use. Actual capacity will be mutually agreed upon by Contractor and the City, or, in the absence of such mutual agreement, as determined by the Director.

- (c) Mechanical Front load dumpsters must be in capacities of 2, 4, 6, and 8 cubic yards.

- (d) Mechanical rolling front-load dumpsters will be made of plastic.

- (e) All containers will be of a color and design sufficiently uniform to reasonably identify the Contractor including a customer service number and email address; however, no advertising is permitted.

(3) The Public Works Director has the right to approve or reject the toters, bins, and mechanical containers proposed to be used by the Contractor to comply with the requirements of this Section.

(4) The Contractor will maintain an inventory of toters, bins, and mechanical front load dumpsters and other required containers readily available, including for replacements of

containers previously provided.

(5) Commercial customers will generally have the option to select the type and capacity of container to be used, so long as they are provided by Contractor.

(6) The Public Works Director has the right to require the use of a particular type and capacity of container, and to require replacement of an existing container, to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(7) Contractor will create and implement a replacement schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the Public Works Director. The schedule will provide, at a minimum, for inspection, replacement or reconditioned every 24 months or at such other interval as directed by the Public Works Director. The Schedule must be approved and replacements must commence no later than 24 months after the Effective Date. Each replacement container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

C. ADVERTISING PROHIBITED. No advertising other than Contractor's standard company logo shall be permitted on vehicles, dumpsters, or roll off containers servicing Holly Hill. Replacement toters shall not display the company logo and will only display the City of Holly Hill logo/seal. A sign saying "Serving The City of Holly Hill" shall be displayed on all collection trucks, associated with this contract, while within the municipal boundaries. Magnetic signs are permissible.

SECTION 13 - INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIRED. The Contractor shall not commence services under this Contract until Contractor has obtained all insurance required herein, in form and from such insurance companies as approved by the Risk Manager of the City, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

(1) **Required Coverage's.** The following coverage's are required

(a) Worker's Compensation Insurance for all of employees employed in connection with the services herein; and if the work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the worker's compensation protection of employees not otherwise protected.

Coverage Limits:

Employers liability Each Accident \$1,000,000

Employers Liability Disease - Each Employee \$1,000,000

Employers Liability Disease - Policy Limit \$1,000,000

Employers Liability \$1,000,000

SIR \$500,000

(b) Commercial General Liability Insurance including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Coverage Limit(s):

Each Occurrence \$2,000,000

Damages to Rented Premises (Each Occurrence) \$500,000

Medical Expense (any one person) \$5,000

Personal and Advertising Injury \$2,000,000

General Aggregate \$4,000,000

Products - Comp/Op Aggregate \$4,000,000

(c) Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the Contractor at the site of the project or in any way connected with the work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

Coverage Limit(s):

Combined Single Limit \$1,000,000

(d) Umbrella Liability Policy in the amount of \$5,000,000 per occurrence/aggregate location specific,

that is no more restrictive in coverage than all underlying coverage's described above.

(e) Pollution Liability Insurance in the amount of \$5,000,000 per occurrence. Such coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, Products/Completed Operations for Pollution, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation and non-owned disposal coverage. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

ALL OF THE LIABILITY POLICIES REFERENCED ABOVE MUST BE ENDORSED TO NAME THE CITY AS ADDITIONAL INSURED WITH 30 DAY NOTICE OF CANCELLATION.

In addition, for all liability policies coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the effective date of this Contract and with a three-year reporting option beyond the Annual expiration date of the policy.

(2) Proof of Insurance. Proof of insurance will be filed with the Risk Manager, who is authorized to require actual copies of certificates of coverage. No policy is acceptable to the City which can be canceled by the insurer in less than 30 days after the insured has received written notice of such cancellation of the policy. To be acceptable to the City, each insurance certificate shall include a copy of the additional insured endorsement.

(3) Provision of Replacement Insurance. If Contractor fails to provide any required coverage or allow such coverage to expire or lapse, the City may secure such coverage and offset the cost thereof against the monthly fees otherwise owed to Contractor.

(4) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may

deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

B. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the City, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

SECTION 14 - ADMINISTRATIVE CHARGES

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contact, the City shall be entitled to assess against the Contractor the amounts listed below, not as a penalty but as administrative charges.

The City will be entitled to offset any administrative charges assessed against the monthly fee otherwise due to Contractor hereunder or alternatively to collect such damages from the performance bond.

A. OPPORTUNITY FOR CURE NOT REQUIRED. The following administrative charges may be assessed without the need to give the Contractor the opportunity to cure:

- (1) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 7:00 P. M.

\$100 per incident, a maximum of
\$300 Per truck per day

- (2) Un-handled complaints over 10 in a single month. Which shall mean complaints not dealt with or resolved within the allowable time frame stated in (1) above.

\$150 per incident including the first 10

- (3) Failure to collect commercial solid waste or recyclables between 7:00 A.M. and 7:00 P.M. and during special events as directed by the City or residential solid waste or recyclables between 7:00 A.M. and 7:00 P.M.

\$150 per incident

- (4) Failure to replace damaged container-- within five days for commercial customers; 48 hours for residential customers.

\$100 per incident

- (5) Failure to repair damage to customer's property within seven days.

\$350 per incident

- (6) Equipment operator not properly licensed.

\$500 per incident

- (7) Failure to comply with the current schedules and routing maps.

\$250 per incident

- (8) Failure to complete a route on the regular pick-up day.

\$500 per day for each route not completed

- (9) Failure to provide proper notification prior to residential route changes.

\$250 per day, per route not notified

- (11) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

\$500 per incident

- (12) Failure to maintain signs stating "Proudly Servicing The City of Holly Hill " on all work vehicles associated with this contract while servicing the City.

\$250 per incident

- (13) Name and phone number not displayed on all equipment and containers.

\$250 per incident

- (15) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

\$250 per incident

- (16) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage. See Section 8, EQUIPMENT, A. TYPE.

\$200 per incident

- (17) Repeat failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

\$250 per incident

- (18) Failure to have the required number of functioning "clamshell" trucks available within the City in accordance with this agreement.

\$250 per day

- (19) Failure to collect dead animals within two hours of notification.

\$100 for every two hours unhandled

- (20) Failure to either service or deliver a roll off, either open top or compactor or a commercial front load customer within twenty four hours of such scheduled request made by the customer or the City.

\$250.00 for each day unhandled

- (21) Failure to enter a resolution of a case entered into the tracking system within the required time.

\$150.00 per incident

- (22) Placing a toter at a location which does not carry the City name and logo.

\$150.00 per incident

(23) Failure of the Contractor to place all request for services and or incidents into the tracking system immediately upon receiving such request.

\$50.00 per incident

(24) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

\$125.00 per incident.

(26) Using improper equipment or unauthorized (not listed on the equipment Roster) to service commercial or residential Customers.

\$500.00 per incident.

(27) Failure to provide proper notification prior to Residential Route changes.

\$250.00 per incident

(28) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

\$500.00 per year

(29) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

\$250.00 per incident

B. OPPORTUNITY FOR CURE REQUIRED. The following administrative charges may be assessed only (i) after the City has given Contractor notice and a reasonable opportunity to cure, or (ii) where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided Contractor notice of such failure): any cure provided by the Contractor must be within ten (10) days from notification or the administrative charge assessed will be implemented.

(1) Failure to maintain office hours as required.

\$200 per incident

(2) Failure to provide documents and reports in a timely and accurate manner as per agreement. The required reports also

includes the monthly reporting of all waste and recycling collected by weight in tonnages by each category and all commercial mechanically emptied container customers who have had overloaded containers.

\$250.00 per incident

- (3) Failure to cover materials, if appropriate, on all collection vehicles.

\$250 per incident

- (4) Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement.

\$150 per incident

- (5) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the Contractor.

\$200 per incident

- (6) Failure to follow established reporting operation or administrative procedures.

\$150 per incident

- (7) Failure to provide monthly tonnage and recycling data reports.

\$250 per incident

- (8) Loaded vehicles left standing on street unnecessarily.

\$150 per incident

- (9) Failure to drive in the proper direction.

\$100 per incident

- (10) Commingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.

\$250 per incident

- (11) Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City wide recycling activity.

\$100 per incident

- (12) Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area.

\$150 per incident

- (13) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces.

\$500 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Public Works Director by the Contractor. The decision of the Public Works Director shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints.

This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

SECTION 15 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect or hereafter adopted pertaining to the collection of garbage and trash shall in any way be construed to affect, change, or modify or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash. Contractor acknowledges receipt of a current version of Chapter 54 - SOLID WASTE of the City Code, which is incorporated herein by reference.

SECTION 16 - AMENDMENTS

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within 30 days of the Contractor's receipt of the written amendment.

All other amendments require the mutual consent of both Parties and the approval of the Holly Hill City Commission .

SECTION 17 - NOTICES

A. To Whom Required. All notices authorized or required to be

provided pursuant to this Contract will be provided to the Party's representative designated below, unless and until notice is provided in accordance with this Section to provide such notice to a different person.

If to Contractor:

Timothy Dolan, Regional Vice President
And
Kenneth DeForest, District Manager
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford FL 32771

If to the City:

Joseph Forte, City Manager
The City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

B. Manner of Service. Service of notices to the representatives designated pursuant to Section A immediately above will be deemed completed when actually delivered; or when sent by a nationally-recognized delivery service for overnight delivery within two business days thereafter; or when transmitted to a receiving fax machine within two business days thereafter, provided that a hard copy is sent within two days after the fax is sent; or within 10 days after being sent by U.S. mail, registered or certified, return receipt requested or E-Mail

SECTION 18 - ASSIGNMENT AND CHANGE OF CONTROL

A. CITY APPROVAL REQUIRED. Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such assignment, or subjecting the City to liability of any kind to any subcontractor. For purposes herein the term "assignment" includes (i) the subcontracting of a substantial portion of the services required herein, including the Contractor's responsibilities under the operation agreement attached hereto; or (ii) a one-time change of 25% or more in ownership or controlling interest of Contractor, or (iii) a cumulative change of 50% or more in the ownership or controlling interest of Contractor.

The term, assignment, includes all of the foregoing regardless of whether such changes are direct or indirect, bargained for or accomplished by gift or voluntary or involuntary. The term also includes all of the foregoing where they are effected by merger;

but the term excludes any transfer effected by a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel.

For any proposed assignment, the City will be entitled to an assignment review fee. For the first proposed assignment the assignment review fee will be \$25,000. For each proposed assignment thereafter, the assignment review fee will be \$50,000.

The City may impose reasonable conditions on approval of an assignment such as requiring an increase in the amount of bonds, requiring increased levels and types of insurance coverage, and other requirements designed to ensure that the assignee has the technical and financial capacity to provide the work required herein.

B. CERTAIN TEMPORARY ASSIGNMENTS PERMITTED. The foregoing notwithstanding, in the event of any strike, lockout, labor trouble, or dispute involving the Contractor, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed 90 days.

C. CONTRACTOR REMAINS LIABLE. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and representatives of the Contractor and, as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

SECTION 19 – MISCELLANEOUS PROVISIONS

Beginning October 1, 2016, all public services contracts must now contain the following statement in 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODION OF PUBLIC RECORDS AT 386-248-9441 OR 1065 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

A. SEVERANCE. If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. LAWS GOVERNING; VENUE. The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the contract shall be in Volusia County, Florida.

C. PARTIES TO BEAR COSTS. In the event of litigation arising out of or interpreting the terms and conditions of this Contract, each party shall bear its own attorney's fees and costs except where specifically provided otherwise herein.

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

E. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless expressly provided otherwise herein.

F. CONTRACTOR TO PAY ALL TAXES. The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate including the property leased hereunder, and any other items necessary to and in the performance of this Contract.

G. CANCELLATION OR ANNULMENT OF CONTRACT. The Contractor and the City recognize that it is of paramount importance that the required services be performed diligently. If the Contractor fails to begin work at the time specified, or fails to perform such services with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial

performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through the Public Works Director, gives notice of such default, and the Contractor or Contractor's surety fail to cure such default within seven days after giving of such notice by the City, then the City Commission may declare this Contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this contract for the un-expired contract Term, or for a period of three months, whichever the City elects; or the City may enter into agreements with others for their performance of the work and services herein contracted for. The City's cancellation of this Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract exceeds the prices outlined in **Exhibit E**, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount.

Contractor's surety and performance bond will not be released until such time as the term of this Contract would otherwise have expired.

In the event the City has not cancelled this Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees to continue to operate the system until the final adjudication of the court in the event a suit is filed for injunction or other relief.

The City of Holly Hill**Waste Pro of Florida, Inc.**

By: _____

John Penny, Mayor

By: _____

Timothy Dolan
Regional Vice President

Date: _____

Attest: _____

Valerie Manning,
City Clerk

Date: _____

Approved as to legal form:

By: _____

Scott Simpson,
City Attorney

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

EXHIBIT A

City Property - as of Effective Date

Including:

Front End Containers

Toters

Hand Pickup

Recycling

Roll Off

The Contractor will provide services to the City of the listed City owned or controlled properties at no charge to the City outlined in Exhibit B. The Contractor shall furnish containers and collect garbage, trash, used tires, and recycling containers in accordance with the contract of following lists.

City Property to be serviced at no charge to the City

EXHIBIT B

CITY OWNED OR CONTROLLED PROPERTIES

WITH CONTAINER TYPES AND FREQUENCY

CITY YARD

Picked up as needed

- 1 6 cubic yard dumpster for scrap metal
- 3 4 cubic yard dumpster:
 - 1 for scrap steel
 - 1 for scrap aluminum
 - 1 for Water Plant for garbage
- 1 2 yard dumpster for wastewater
- 1 20 yard dumpster for tires
- 1 20 yard dumpster for tree debris
- 2 30 yard dumpster for construction debris

The Contractor shall provide, collect and dispose of the contents in the Roll Offs listed above with the City paying disposal costs (tipping fees) only.

- 21 96 gallon containers for special events

Picked up 2 times a week

- 16 96 gallon containers for garbage
- 1 4 cubic yard dumpster for grit and screenings

HOLLYLAND PARK

Picked up 2 times a week

- 22 96 gallon containers

CITY HALL ANNEX

Picked up 2 times a week

- 2 96 gallon containers

CITY HALL & CLUBHOUSE

Picked up 1 time a week

- 2 4 cubic yard dumpster Picked up 2 times a week

6 96 gallon containers

SICA HALL

Picked up 2 times a week

1 4 cubic yard dumpster YMCA

Picked up 2 times a week

5 96 gallon containers

BOYS AND GIRLS CLUB

Picked up 2 times a week

5 96 gallon containers

FIRE DEPARTMENT

Picked up 2 times a week

4 96 gallon containers

BIG TREE (WAITE) PARK

Picked up 2 times a week

1 96gallon container

PARK AT LPGA & RIDGEWOOD AVENUE

SUNRISE PARK NORTH

Picked up 2 times a week

14 96 gallon containers

SUNRISE PARK SOUTH

Picked up 2 times a week

3 96 gallon containers

ROSS POINT

Picked up 2 times a week

4 96 gallon containers

MILT HALLMAN PARK

Picked up 2 times a week

1 96 gallon containers

CENTENNIAL PARK

Picked up 2 times a week

5 96 gallon containers

DOG PARK

Picked up 2 times a week

3 96 gallon containers

RIVERSIDE PARK

Picked up 2 times a week

4 96 gallon containers

This service to be provided without charge to the City

The Contractor shall empty all public refuse containers, located on public right-of-ways and used by the general public at least **three (3) times per week** or more often if necessary to assure sanitary conditions, as directed by the Public Works Director or his designee.

Number of permanent sidewalk cans = 20 **(30 gallon)** cans, 2 X per week. Containers provided by the City.

EXHIBIT C

Special Events

Contractor to provide service at no additional charge

In the event the City hosts a City Sponsored event, the Contractor will provide waste collections services to the City. If services exceed \$1,000.00, the Contractor may negotiate a collection rate.

The following is a current list of City-recognized Special Events. The City may revise this list from time to time without need for formal amendment of the Contract.

March	Bike Week
March/April	Easter Egg Hunt
April	Civil war Re-enactment
April	Jeep Beach Week
June	Annual Kids on the Hill
August	National Night Out
October	Biketoberfest
October	Annual Trick or Treat
November	Hot Rods on the Hill
December	Christmas Tree Lighting
December	Christmas Parade

EXHIBIT D

CERTIFICATE OF NON-COLLUSION
PUBLIC ENTITY CRIMES STATEMENT
DRUG FREE WORKPLACE FORM

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

CERTIFICATION OF NON-COLLUSION

The Proposer being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

SIGNATURE (AUTHORIZED)

COMPANY NAME

TITLE

DATE

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

By _____
(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this ____ day of _____, 20__

Personally known _____

OR produced identification _____ Type of Identification _____

Notary Public – State of _____

My Commission expires _____

(Print, typed or stamped commissioned name of notary public)

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

DRUG FREE WORKPLACE FORM

The undersigned contractor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: _____

Signature & Title

Attachment: Holly Hill Waste Pro Final contract 08 22 2017 (1755 : Agreement with Waste Pro of Florida, Inc.)

EXHIBIT E

Pricing Sheets

COMMERCIAL CONTAINERS

<u>CU YD</u>	<u>PU/WEEK</u>	<u>COLLECTION</u>	<u>DISPOSAL</u>	<u>FUEL</u>	<u>TOTAL</u>
2 Yard	1.00	41.55	18.63	2.22	62.40
	2.00	83.08	37.25	4.46	124.79
	3.00	124.63	55.88	6.68	187.19
	4.00	166.16	74.51	8.91	249.58
	5.00	207.70	93.14	11.14	311.98
	6.00	249.23	111.76	13.37	374.36
	XPU	10.27	4.61	0.55	15.43
4 Yard	1.00	73.87	33.13	3.96	110.96
	2.00	147.75	66.25	7.92	221.92
	3.00	221.63	99.38	11.88	332.89
	4.00	295.50	132.51	15.85	443.86
	5.00	369.82	165.84	19.84	555.50
	6.00	444.16	199.17	23.83	667.16
	XPU	18.25	8.18	0.98	27.41
6 Yard	1.00	122.27	54.83	6.56	183.66
	2.00	240.25	107.73	12.88	360.86
	3.00	360.37	161.60	19.33	541.30
	4.00	480.49	215.46	25.77	721.72
	5.00	600.61	269.33	32.21	902.15
	6.00	720.72	323.18	38.66	1,082.56
	XPU	26.36	11.82	1.41	39.59
8 Yard	1.00	162.95	73.07	8.74	244.76
	2.00	325.90	146.14	17.48	489.52
	3.00	488.83	219.20	26.22	734.25
	4.00	651.76	292.27	34.96	978.99
	5.00	814.70	365.33	43.70	1,223.73
	6.00	977.65	438.40	52.43	1,468.48
	XPU	38.95	17.47	2.09	58.51
T96 Carts	2.00	23.82	2.52	0.42	26.76
VIP Compactor FEL (per cubic yard)		19.97	5.89	0.56	26.42

HOLLY HILL RESIDENTIAL ROLL-OFF

(Plus Disposal as straight pass through to City)

Per Haul

20YD	205.85
30YD	205.85
40YD	205.85

HOLLY HILL COMMERCIAL ROLL-OFF
 (Plus Disposal as straight pass through to City)
 Per Haul
 20YD 205.85
 30YD 205.85
 40YD 205.85

RESIDENTIAL COMPONENT UNITS

	COLLECTION	DISPOSAL	FUEL	TOTAL
Refuse	7.40	3.09	0.38	10.87
Yard Waste	2.18	0.74	0.39	3.31
Recycling	1.31	0.00	0.24	1.55
Combined Rate	10.89	3.83	1.01	15.73

HOLLY HILL RESIDENTIAL

Residential Cart	15.73
Residential Additional Cart	15.73
Bulk Additional Cubic Yard collected	4.97
White Good collected	4.97

OTHER MISCELLANEOUS CHARGES

Wheels/Casters	0.00
Locking Lids	10.00

EXHIBIT F

TRANSITION OF SERVICE, TIMELINE AND CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE TIMELINE, CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE:

(a) Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, the Contractor must submit a Transition Plan to the City on or before August 25, 2017. The plan includes a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the Public Works Director.

(b) Specific performance requirements during the transition period include, but are not limited to, the following:

August 29, 2017 Contractor and City hold first Transition Planning meeting.

September 10, 2017 Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than September 1, 2017.

August 28, 2017 Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services have been ordered by the Contractor and shall verify with MSO's and Purchase orders. The Contractor's will provide an inventory of vehicles and equipment to the City.

September 1, 2017 Contractor submits a Post-Disaster Response Plan to the City.

August 28, 2017 Contractor shall begin distributing Contractor supplied brochures or other materials informing residential customers concerning the recycle rewards programs and any changes in collection services and schedules.

Contract shall be prepared to start the scope of work provided for within the contract September 1, 2017.

EXHIBIT G

CHAPTER 54 CITY CODE OF ORDINANCES

Chapter 54 - SOLID WASTE^[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2854, adopted Sept. 22, 2009, amended Ch. 54 to read as set out herein. Former Ch. 54 pertained to similar subject matter and derived from Code 1984, §§ 12-1—12-12; Ord. No. 2437, § 1, adopted Sept. 24, 1996; Ord. No. 2486, § 1, adopted Nov. 11, 1997; and Ord. No. 2736, § 1, adopted Aug. 23, 2005.

Cross reference— Code enforcement, § 2-116 et seq.; utilities, ch. 70.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; user fees authorized, F.S. § 166.201.

Sec. 54-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning unless defined under Florida Statute which shall override any definition below and any change to Florida Statute shall be the current definition for purposes of this chapter:

Bulky waste means and includes large pieces of furniture, bedding, household appliances, tree stumps, limbs and similar items which are too large to fit in a waste container.

Garbage means and includes parts of animals or vegetables which will decompose, including food waste; also, food and beverage containers, whether paper, metal or glass.

Hazardous waste is as defined by the U.S. Environmental Protection Agency and/or the state department of environmental regulation.

Industrial waste means and includes waste resulting from the manufacture, assembly or distribution of products or goods generated by a business.

Recycled materials means and includes products such as aluminum cans, metal, plastic bottles coded 1, 2 or 3 at the bottom, newspapers, cardboard, magazines, paper, glass and other such materials as mutually agreed upon in writing by the city manager or his designee.

Yard waste means and includes discarded vegetative products generated outside of a residence or business, including lawn clippings, tree trimmings, tree branches and leaves and tree stumps.

Construction and demolition debris as defined by F.S. § 403.703(6).

Franchise fee means and includes the amount of money which the franchisee shall be obligated to pay to the city for exclusive contract rights as defined in this chapter and the franchise agreement. The franchise fee shall not be separately listed on any invoices.

Franchisee means and includes the person who or which is awarded a franchise for solid waste or recyclables collection services by the city to perform the work or services, or to furnish materials or equipment by performing collection, transport and disposal services under the provisions of a franchise agreement and this chapter.

Non-exclusive franchisee means and includes the person who/which holds a nonexclusive permit to collect, transport and process construction and demolition debris.

Person means any person or entity of whatsoever type or nature.

Roll-off container means and includes a large metal or plastic box normally used for construction and demolition debris or other large amounts of solid waste and yard trash, usually of the ten, 20, 30, or 40 cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed compaction type.

Service area means and includes the city limits of the City of Holly Hill, Florida.

(Ord. No. 2854, 9-22-09; Ord. No. 2921, § 1, 8-28-12)

Sec. 54-2. - Enforcement officer designated.

The public works director or his designee is hereby authorized and directed to enforce all of the provisions of this chapter and all rules and regulations adopted under this chapter.

(Ord. No. 2854, 9-22-09)

Sec. 54-3. - Adoption of rules and regulations.

The public works director shall develop rules of operation concerning the collection and disposal of solid wastes under this chapter. Such rules shall be consistent with and implement the provisions of this chapter. Rules of operation adopted hereunder shall become effective upon their adoption by resolution of the city commission.

(Ord. No. 2854, 9-22-09)

Sec. 54-4. - Unlawful tampering with or moving garbage, recycled materials, yard waste or containers therefore.

It shall be unlawful for persons other than the lawful owner, a person with permission or consent of the lawful owner, municipal employees engaged in the collection of garbage, recycled materials or yard waste and the persons licensed by the city to collect garbage, recycled materials or yard waste, to enter, tamper with, examine, move or disturb garbage or yard waste, or containers placed or deposited for collection, including recycle containers and dumpsters.

(Ord. No. 2854, 9-22-09)

Sec. 54-5. - Food, beverage establishments to supply garbage and recycled materials containers.

Establishments selling food, beverages or other products which may be consumed or used by customers while on the exterior of the establishment premises shall place public garbage containers at convenient locations upon the exterior of such establishment premises. Failure to comply with the foregoing is hereby declared to be unlawful and punishable in accordance with section 1-15.

(Ord. No. 2854, 9-22-09)

Sec. 54-6. - Collection.

To be eligible for municipal collection, all solid waste shall be subject to and conform with the following:

- (a) All yard waste shall be separated by the customer from garbage, rubbish and other wastes prior to collection by the city. Any waste which has not been separated as required herein shall not be collected by the city.
- (b) All garbage and recycled materials shall be placed in containers provided by the city. All garbage must be bagged prior to being placed into the containers.
- (c) Yard waste shall be placed in containers provided by the customer. Acceptable containers include metal or plastic cans, plastic bags, cardboard boxes or paper bags, provided that the bags or boxes are not over 30-gallon capacity and do not weigh more than 60 pounds. The cans, bags or boxes shall be strong enough to support the weight of the contents without tearing, ripping or breaking. Should a can, a bag or a box tear, rip or break causing the contents to spill, it shall be the responsibility of the customer to immediately clean up the spillage. Where yard waste, such as limbs, cannot be placed into a container, it shall be cut into pieces no longer than five feet in length weighing not more than 60 pounds.
- (d) Construction materials generated by a contractor or person performing work for compensation shall be disposed of by obtaining a roll off through the city or by hauling the material to a licensed disposal site.
- (e) Construction materials generated by a homeowner possessing a valid building permit and performing the work himself shall be picked up by the city, provided that the total amount of materials does not exceed five cubic yards for each building permit. For any quantity exceeding one yard the homeowner will be billed at the service fee in effect. Where the total volume exceeds five yards, the homeowner must obtain a roll off through the city.
- (f) Hazardous waste shall be disposed of by each generator of the waste in accordance with applicable county, state and federal regulations.
- (g) Yard waste, bulky waste, recycled materials, construction materials (where permitted) and garbage containers shall be placed in an orderly fashion within five feet of the street right-of-way, not within the traveled portion, for the purpose of collection. It shall be unlawful to allow any of the above materials to remain at the street curb or front yard beyond the day of collection, and such materials shall not be placed at the street curb or front yard until after sundown of the day prior to collection. It shall be unlawful for any person to deposit garbage in any place within the city limits except as may be specifically authorized herein.
- (h) It shall be unlawful for any person to place any garbage, refuse, rubbish or yard waste on city-owned property, unless such city-owned property is immediately adjacent to and abutting upon the property of the person generating such garbage, rubbish, refuse or yard waste to be so placed.

(Ord. No. 2854, 9-22-09)

Sec. 54-7. - Commercial dumpsters.

- (a) The public works director or his designee shall determine the method of collection for all customers other than single-family residences, i.e., containers or dumpsters, in accordance with the following:
 - (1) Efficiency of collection by any designee of the municipality based upon site location and vehicle access.
 - (2) History and extent of overfilling, spillage and sanitary condition of site.
- (b) Screens shall be required around both existing and new dumpsters where necessary to prevent public view of spillage or unsanitary conditions. Such screens shall be maintained in good repair.
- (c) Customers utilizing dumpsters shall be responsible for maintaining the dumpster site in a clean and sanitary condition, which shall include disposal of spillage caused by overfilling.

(Ord. No. 2854, 9-22-09)

Sec. 54-8. - Disposal of animal droppings.

It shall be unlawful for any person to place animal droppings out for collection in their normal garbage pickups. This shall be disposed of in accordance with section 10-42.

(Ord. No. 2854, 9-22-09)

Cross reference— Animals, Ch. 10.

Sec. 54-9. - Collection and disposal service fees.

- (a) *Service fee.* The service fee to be charged for collection and disposal of solid waste shall be determined by resolution of the city commission. The city commission shall review the adequacy of such fees not less frequently than once per year and shall establish fees which are adequate to cover all capital expenditures and operating expenses required for the collection and disposal of solid wastes by the city.
- (b) *Persons liable.*
 - (1) All developed single-family residential properties shall be levied the special assessment provided for herein even if the property is not occupied. Vacant single-family properties still generate garbage, rubbish and yard waste because these properties have yard maintenance that occurs.
 - (2) The fact that any place of business is occupied shall be prima facie evidence that garbage, rubbish or yard waste is being produced and accumulated upon such premises and that fees for the collection and disposal thereof are due the city.
 - (3) In case of all buildings situated in all areas of the city, it shall be the responsibility and liability of the owner thereof to pay the proper service fee. A commercial establishment in the same building with a residential unit or with another commercial establishment, even though under the same ownership, shall not be considered a part of such residential unit or other commercial establishment but shall be treated as a separate commercial establishment upon which a separate waste fee shall be due. The operator of a principal business on a premise shall be considered as the operator of any leased department conducted as a part of or along with the principal business for the purpose of fixing responsibility of paying the necessary service fee and furnishing the necessary garbage containers. Stores, etc., should paint their names and street numbers on their containers to prevent theft and use by others.
- (c) *Responsibility for payment.* The service fee required and imposed hereby is the sole responsibility of the owner, lessor or operator of the building, and nothing contained in this chapter is to be construed or interpreted so as to impose the responsibility and liability for the payment of the same upon the residential tenant or occupant of any motel or apartment house.
- (d) *Establishment of special assessment district.* The City of Holly Hill in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special-assessment district for the purposes of collecting the base sanitation collection fee for a developed single-family residence. It is the intent of the city that this non-ad valorem assessment be levied the first time for the 2011/2012 fiscal year and every fiscal year thereafter.
- (e) *Levy of non-ad valorem assessments.* There is hereby levied a non-ad valorem assessment against each and every developed single-family residential property in the city a base sanitation collection fee as established by resolution adopted by the city commission.
- (f) *Collection of non-ad valorem assessments.* The city commission elects to use the uniform method to impose and collect non-ad valorem assessments. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected

pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

- (g) *Agreement to reimburse the Volusia County Property Appraiser and the Volusia County Tax Collector.* In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the city is authorized to enter into a written agreement with the Volusia County Property Appraiser and the Volusia County Tax Collector providing for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.
- (h) *Adoption of a resolution.* The city will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The city council will adopt a resolution at a public hearing prior to January 1, 2011, in accordance with F.S. § 197.3632(3), which resolution shall state the following:
 - (1) The city's intent to use the uniform method of collecting non-ad valorem assessments.
 - (2) The city's need for the imposition of the non-ad valorem assessments.
 - (3) The entire city is declared a special-assessment district, with developed, single-family residential properties being subject to the special assessment.
- (i) *Transition.* The city shall continue to levy the base monthly sanitation collection fee for developed, single-family residential homes through the month of September 2011 for the 2010/2011 fiscal year. Commencing in October 2011 for the 2011/2012 fiscal year, and each fiscal year thereafter, the city shall stop the monthly collection of base sanitation collection fees for developed, single-family residential homes and shall collect said base sanitation collection fee by the special assessment.
- (j) *Sanitation service fees for non-single-family residences.* For all sanitation service other than the base single-family residential service collected by special assessment, the city shall continue to levy and collect the monthly service fee as established by the city commission by resolution. All such sanitation collection fees due the city shall be included in the city utility bill which is rendered monthly. No discount shall be allowed for prompt payment thereof. If any bill shall not be paid before the 20th day following the original date of billing, a charge equal to 15 percent of the amount of the monthly service charge shall be added thereto. If any bill shall not be paid within 30 days of the original date of billing, all utility services shall be discontinued to the premises.
- (k) *Special assessment liens.* All charges levied by this chapter shall constitute and are hereby imposed as special assessment liens against the real property aforesaid and, until fully paid and discharged, shall remain liens equal in rank and dignity with the city ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens ;b0;for service charges shall be enforced by any of the methods provided in F.S. ch. 86, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.
- (l) *Waiver of fees.* The city commission is hereby authorized to waive the collection of garbage fees from customers of the city upon the city commission determination, based upon the report of the city finance director, that such waiver shall not affect the financial integrity of the general fund of the city.

(Ord. No. 2854, 9-22-09; Ord. No. 2867, § 1, 4-27-10)

Sec. 54-10. - Franchises/non-exclusive franchises.

(a) *Franchises.*

- (1) All solid waste generated and accumulated within the city limits of the city, by both residential and commercial properties, shall be collected and removed by a city franchisee except as otherwise specifically provided in this chapter.
- (2) All residential recyclables generated and accumulated within the corporate boundaries of the city shall be collected and removed by the franchisee as otherwise provided in this chapter. The city's

scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.

- (3) No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this chapter.
- (4) No person may collect or transport solid waste or recyclables except as provided in this chapter.
- (5) This section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.

(2) *Franchise agreements.*

- (1) The city may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the city except as may be proscribed by state law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the city and shall be awarded in accordance with the procedures of the city commission as may exist from time-to-time.
- (2) This chapter herein sets forth the conditions for the grant of exclusive or non-exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the city.
- (3) Any franchise granted under the provisions of this chapter shall include the right to operate collection vehicles on the public streets of the city and to conduct a solid waste and recyclables collection business within the city.
- (4) This chapter grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a city solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this chapter.
- (5) If a franchisee has entered into a contract with the city to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the city to provide solid waste or recyclables collection services within the city, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the city.

For reasons of this chapter, non-exclusive franchise agreements may be entered into by the city to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts.

- (6) The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The city shall be named as an additional insured and the policy shall provide that the city shall be provided at least 30 days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.
- (7) Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the city an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the city manager. Upon receiving the completed application form and application fee, the city manager or his/her designee will review for approval or non-approval. The city may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the city commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.

(c) *Franchise fee and related financial matters.*

- (1) The franchisee shall pay to the city a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the city upon not less than five days demand by the city at all reasonable times within the city for the purpose of determining the amount of franchise fees due to the city. Said books shall not generally be audited more than two times per year or at a greater frequency except to the extent that said audits are deemed necessary by the city for the purpose of validating franchise fees due to the city or to ensure compliance with law.
- (2) Franchise fees may be adopted by city resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the city.
- (3) For any services required to be performed under a franchise agreement, the charges by the city to the recipients of the solid waste and recyclables collection services shall be as set forth by city resolution or in a franchise agreement resulting from the city's procurement activities.

(d) *Duties of franchisees.*

- (1) The franchisee shall perform, at a minimum, the following:
 - a. Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the city requiring such services, except as otherwise provided in this chapter and pursuant to the terms and conditions of the franchise agreement.
 - b. Carry out and perform all provisions of the franchise agreement.
 - c. Allow city to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the city relative to the provisions of a franchise agreement.
 - d. Provide access to the city, upon reasonable notice, full access to all records with respect to the franchise agreement.
 - e. Allow the city to inspect any and all vehicles and equipment used.
 - f. Devote sufficient personnel, time and attention to work required under a franchise agreement.
 - g. Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the city.
 - h. Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.
 - i. Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the city which policy shall be subject to the reasonable approval of the city.
 - j. Comply with all applicable federal, state, county and city laws, rules, regulations and ordinances.
 - k. Assist the city in complying with state law relative to recycling.
 - l. Dispose of solid waste on at a facility approved by the city.
 - m. Operate only between the hours of 7:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the city manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical

means, such activity may only occur after 7:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within 150 feet of any residence. The city manager shall have, at his sole discretion, authority to allow collection times to begin earlier and run later and allow collections on Sunday for special circumstances. These special circumstances shall include but not be limited to the following: special events, emergency situations, natural or manmade disasters, route changes due to temporary road closures or other circumstances as determined by the city manager.

- n. Not unduly interfere with vehicular or pedestrian traffic while conducting operations.
- o. Operate in a manner which does not cause a nuisance or undue noise.

(2) It is prohibited and unlawful to violate the provisions of this section.

(e) *Transferability.*

- (1) No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager.
- (2) Applications for a transfer must be in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the city commission.

(f) *Vehicles.*

- (1) All solid waste and recyclables collection vehicles operating in the city shall be clearly marked with the name of the franchisee and the franchisee's telephone number.
- (2) All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the city or to transport solid waste or recyclables over any public roadways in the city shall:
 - a. Be constructed as watertight as possible to limit the escape of water or other fluids from the vehicle.
 - b. Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than 1½ inches, tarpaulin or fully enclosed metal.
 - c. Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.
 - d. Be washed thorough on the exterior of the body at least weekly.
 - e. Comply with all local, regional, state and federal roadway weight limits.
 - f. Comply with all local, regional, state and federal laws, rules and regulations applicable to such vehicles.

(g) *Insurance and bond requirements.* The city commission of the City of Holly Hill hereby enacts a new section of the Code of Ordinances of the City of Holly Hill to read as follows:

- (1) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.
- (2) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than \$1,000,000.00 for one person injured, and \$5,000,000.00 for more than one person injured, and property damage liability insurance of not less than \$5,000,000.00. Evidence of such insurance shall be deposited with the city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the

State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.

- (3) Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of \$10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the city commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this chapter and all other applicable laws.
- (h) *Penalties/violations/interpretation of ordinance/reconciliation with franchise agreement/charges.*
 - (1) Any person violating any of the provisions of this chapter shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.
 - (2) All persons participating in, or contributing to, a violation of this chapter shall be in violation.
 - (3) The city may engage in any other code enforcement activities and processes, as it deems appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the city.
 - (4) Should any franchisee be found by the city manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this chapter then the city manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such franchise was awarded by the city commission then any revocation shall be handled by the city commission.
 - (5) Each act of violation of this chapter shall constitute a separate violation.
 - (6) This chapter shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the city.
 - (7) The city commission may deviate from the provisions of this chapter in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the city.
 - (8) In the event that this chapter and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this chapter and the franchise agreement have equivalent effect, those provisions may be enforced by the city either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this chapter is applicable and no similar provision is set forth in the franchise agreement, the provisions of this chapter shall be applicable.

(Ord. No. 2921, § 2, 8-28-12; Ord. No. 2966, § 2, 1-26-16)



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Joseph Forte
SUBJECT: 1538 Daytona Avenue - Lien Reduction Request
NUMBER: (ID # 1753)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1538 Daytona Ave. The property was acquired by Richard and Mary Ann Trussell on July 25, 2017 through a tax deed sale. The original code enforcement action commenced on April 13, 2016 after the property owner, William Naughton deceased and the property fell into disrepair.

This is the first experience the City has dealing with a property that has been acquired through a tax deed with City liens. Liens of record held by governmental entities are not discharged by a tax deed if the liens are not satisfied from the disbursement of the tax deed sale proceeds. In accordance with Chapter 197 of the Florida Statutes, 1538 Daytona Avenue, Holly Hill, FL 32117 was sold at public auction on July 25, 2017. After the reimbursement of certain expenses, there remains excess funds in the amount of \$34,078.80.

On July 31, 2017, the City made a request for disbursement of these funds. It is unknown how much the City will receive after any service charges prior to disbursement. However, according to the Clerk's office, at this time the City of Holly Hill is the only entity who have filed for any of the excess funds of \$34k but they have to wait 90-days from July 25th in order to release the funds.

Staff does not recommend the City release a lien that the City will be receiving a payment on in the future but does recommend the City enter into an agreement that the City will reduce the liens to an amount determined by the City Commission upon the owner making certain repairs by a certain date.

The new property owners have made significant improvements to the property by cleaning up the yards and beginning to repair the structure.

Mr. Trussell is requesting a reduction of lien. Since the City is expecting to receive payment for a portion of the outstanding lien, the staff assembled the administrative costs associated with this lien and recommends reducing the lien from \$57,327.00 to \$2,000.00 contingent upon the property being brought into full compliance no later than November 21, 2017 which is 90-days from this request.

Upon verification of compliance, the City will receive payment and file a release of lien.

FISCAL ANALYSIS:

Cases

#569162 7/20/13 3 hrs @ 50hr M. Coomans	\$150.00
#1101027 9/4/15 5 hrs @ 36.40hr C Towne	\$182.00
#1198478 1/15/16 4 hrs @ 36.40hr C Towne	\$145.60
#1269643 4/18/16 3 hrs @ 37.92hr M Ballard	\$113.75
#1411977 9/20/16 4 hrs @ 37.92hr M Ballard	\$151.68
C. Towne SM preparation 2hrs @ 36.40	\$72.80
4 Grass cuts	\$420.00
Postage 6 Mailings at \$6.57	\$39.54
Special master Admin	\$250.00
Lien filings (5)	\$75.50
Release Fees (5)	\$50.00
Finance staff time 2 hours @ \$20/hour	\$40.00
Subtotal	\$1,690.87
Administrative fee of 18%	\$304.36
Total	\$1995.23

*City negotiated with the owners a reimbursement for administrative and direct costs in the amount of **\$2,000.00**.

STAFF RECOMMENDATION:

Reduce the lien from \$57,327.00 by \$55,327.00 leaving a balance owed to the City in the amount of \$2,000.00. The City shall not release the \$55,327.00 lien amount until payment has been received in the amount of \$2,000.00 and the property is brought into compliance no later than November 21, 2017. If payment is not received and the property is not in compliance by 5:00 pm on November 21, 2017, the full amount of the lien shall remain in place and the City shall proceed with foreclosure.

COMMISSION GOAL:

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

MOTION:

To reduce the lien to an administrative fee in the amount of \$2,000.00 payable no later than November 21, 2017. Failure to pay the lien by November 21, 2017 and provide proof that the property is in compliance with all noted violations will cause the entire lien to be remain upon the property.

- Lien Request Policy (PDF)
- Request for Lien Reduction 1538 Daytona Ave (PDF)
- Lien Calculation - 1538 Daytona Ave (PDF)
- Lien Request Review Form - 1538 Daytona Ave (PDF)
- Statement of Claim 1538 Daytona Ave (PDF)
- Applicant Authorization Form 1538 Daytona Ave (PDF)

CODE ENFORCEMENT LIEN REQUESTS FOR REDUCTIONS or WAIVERS

A. PURPOSE. To establish policy/procedure for the City Commissioners in reducing or waiving Code Enforcement Liens.

B. REDUCTION/WAIVER REQUESTS

- 1) All requests for the City Commissioners to reduce or waive code enforcement liens shall be filed with the City Manager. All requests shall be in writing addressed to the City Manager, shall state all facts relevant to the request, and shall be accompanied by the order imposing a lien upon the property.
- 2) Upon receiving a sufficient request, the City Manager shall review the request in accordance with the following guidelines established by the City Commissioners.
 - a) If a property owner has purchased property on which a lien was recorded, a waiver of reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.
 - b) If a title insurance policy is issued upon the purchase of the property and the title insurance policy failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the City in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.
 - c) A request for a waiver or reduction in lien shall not be granted if the City Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.
 - d) If a lending agency receives a Certificate of Title through foreclosure and the City's lien was not discharged by law for whatever reason, the new owner shall be responsible for the full lien amount as either the City's lien had priority over the foreclosed mortgage or the City was mistakenly not named in the foreclosure proceeding.

- 3) If the City Manager determines that the request fails any one of the above-established guidelines, the City Manager shall issue a written denial of the request. If the applicant wishes to appeal the City Manager's decision to the City Commission, the applicant may do so by filing a written appeal with the City Manager stating why the City Commission should make an exception to its established guidelines and reduce or waive the lien. Upon receipt of a proper appeal, the City Manager shall present the information to the City Commissioners at a regular meeting for their consideration and final determination.
- 4) If the City Manager determines that the request does not fail any of the above-established guidelines, the City Manager shall review the request by evaluating:
 - a) the amount of the lien as compared to the value of the property
 - b) the actions taken, or not taken, by the property owner in attempting to abate the code violation
 - c) the amount of staff time expended to bring the property in compliance
- 5) The City Manager shall present the information to the City Commissioners at a regular meeting for their consideration and final determination.
- 6) When liens are satisfied as a result of either full payment, reduced payment, or waiver as directed by the City Commissioners, the City shall provide the property owner with the lien satisfaction instrument and shall be the property owner's responsibility to record the instrument in the official County land records and to provide a certified copy of the recorded instrument to the City.
- 7) If a code enforcement lien is discharge by operation of law through foreclosure, bankruptcy, etc., and the code violation still exists at the conclusion of the legal proceedings, the City will commence a new code enforcement action against the property owner.

- 8) The City shall only waive a code enforcement lien in extraordinary circumstances, such as the illness or death of the owner, owner out of the country for an extended time, such as military deployment or other circumstances in which the City Commission determines would warrant a waiver of the code enforcement lien. At a minimum the City should be reimbursed the documented or estimates cost with 3rd party contractors and City staff time in dealing with the code enforcement issue. Cost reimbursement would also include time expended by the city attorney, city engineer, city surveyor, etc.
- 9) A reduction in a code enforcement lien shall always be contingent on and shall not become effective until the City is paid the full amount of the reduced code lien.

CITY OF HOLLY HILL

CASE # _____

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: RICHARD T & MARY ANN TRUSSELLProperty Address: 1538 DAYTONA AVE HOLLY HILL FL 32117

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

386-405-5913 cell 386-405-5837Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

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

Attachment: Request for Lien Reduction 1538 Daytona Ave (1753 : 1538 Daytona Ave - Lien Reduction Request)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

I, RICHARD T. TRUSSELL, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

WE HAVE ONLY OWNED THIS PROPERTY FOR ONE WEEK, AND, HAVE ALREADY CLEANED UP THE FRONT YARD AND MOST OF THE BACK YARD. WE REMOVED THE COLLAPSED CARPORT WHICH WAS ALSO AN EYESORE. I AM A RETIRED C.F.O. SO, IF MY MATH IS CORRECT, YOU SHOULD HAVE RECEIVED \$34,119.⁰⁰ FOR YOUR LIENS ON SAID PROPERTY. WE PLAN ON MAKING THIS A BEAUTIFUL HOUSE, AND BEAUTIFUL PROPERTY. SO, WE ARE ASKING YOU TO REMOVE THE LIEN.

Date: 8-2-17

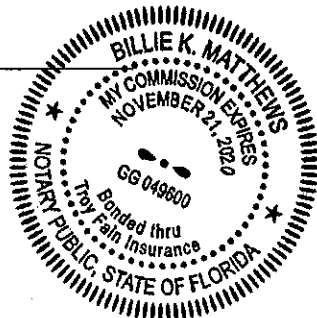
Signed: Richard T. Trussell

Print Name: RICHARD T. TRUSSELL

STATE OF Florida
 COUNTY OF: Volusia

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

Date: 8/2/17



Billie K. Matthews
 Notary Public

My Commission Expires 11-21-20

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



City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117
386-248-9427
Fax 386-248-9497

Address: 1538 Daytona Ave

Hearing held on 9/23/15

Lien / Violation Calculation

Month	Days	Month	Days	Total Days	Through 7/19/17
Oct-15	16	Jan-17	31	642	
Nov-15	30	Feb-17	28		
Dec-15	31	Mar-17	31		
Jan-16	31	Apr-17	30		
Feb-16	28	May-17	31		
Mar-16	31	Jun-17	30		
Apr-16	30	Jul-17	19		
May-16	31				
Jun-16	30			Lot Mowing	\$240.00
Jul-16	31			Special Master Fine	\$250.00
Aug-16	31				\$48,150.00
Sep-16	30			18% Interest	\$8,667.00
Oct-16	31			Sub	\$56,817.00
Nov-16	30			Filing Fee	\$20.00
Dec-16	31			Total	\$57,327.00

MEMORANDUM

DATE: August 10, 2017

By: Joseph Forte, CITY MANAGER

THROUGH: CODE ENFORCEMENT

RE: 1538 Daytona Ave Holly Hill, FL 32117
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$57,327.00** in this case.

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

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

- (1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

Staff Findings: The property was purchased by Richard and Mary Ann Trussell through a tax deed sale. Liens of record held by governmental entities are not discharged by a tax deed if the liens are not satisfied from the disbursement of the tax deed sale proceeds. In accordance with Chapter 197 of the Florida Statutes, 1538 Daytona Ave, Holly Hill, FL 32117 was sold at public auction on July 25, 2017. After the reimbursement of certain expenses, there remains excess funds in the amount of \$34,078.80. On July 31, 2017, the City made a request for disbursement of these funds. It is unknown how much the City will receive after any service charges prior to disbursement.

- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction

☐ FAILS
☒ DOES NOT FAIL

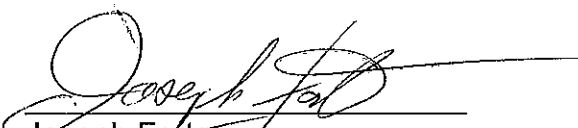
of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

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

- ☐ FAILS
- ☒ DOES NOT FAIL

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of County Commissioners to reduce the lien; therefore, the request does not fail the established guideline.


Joseph Forte
CITY Manager

- ☒ APPROVED FOR CONSIDERATION BY BCC
- ☐ DENIED



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

SEVENTH JUDICIAL CIRCUIT - VOLUSIA COUNTY
P.O. BOX 6043 DELAND, FLORIDA 32721-6043 - WWW.CLERK.ORG

Attn: Tax Deed Division
(386) 736-5919

CITY OF HOLLY HILL
CODE ENFORCEMENT SPECIAL MAGISTRATE
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

8690-14 JULY 25, 2017

NOTICE

Date of Notice: **JULY 26, 2017**

Certificate No: **8690-14**

Parcel ID No: **4242-20-06-0110** Legal Description: **N 40 FT OF LOT 11 & S 20 FT OF LOT 12
BLK 6 RIO VISTA MB 10P G 69 EXC RD PER OR 4545 PG 0496 PER OR 5339 PG 3599**

In accordance with Chapter 197 of the Florida Statutes, the above-listed property was sold at public auction on **JULY 25, 2017**. After the reimbursement of certain expenses, there remains excess funds in the amount of **\$34,078.80**. In accordance with Florida Statutes, these surplus funds may be subject to a service charge prior to disbursement.

Attached is a copy of the abstract of this property received from the office of the tax collector reflecting all such parties as described in section 197.502(4), Florida Statutes, having an interest in the subject property. The surplus funds will be used to satisfy, to the fullest extent possible, all governmental liens in the property, including any tax certificates not incorporated in the tax deed application and omitted taxes, if any, followed by each senior mortgage or lien in the property, before distribution of any funds to any junior mortgage or lien. Any valid lien in the property is entitled to payment before any payment is made to the titleholder of record.

To be considered for distribution of these funds, you must submit a notarized statement of claim along with evidence supporting the validity of your claim. With respect to liens, the statement of claim should detail the particulars of your lien and should include the total amount now due. A copy of this notice and a completed Internal Revenue Service Form W-9 must accompany your statement of claim. The above-listed documentation should be received by this office *within 90 days* of the date of this Notice. After examining all filed statements of claim, this office will notify you if you are entitled to any payment. Dated this **26TH** day of **JULY**, **2017**.



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: A Letter
A LETTER
Deputy Clerk

Attachment: Statement of Claim 1538 Daytona Ave (1753 : 1538 Daytona Ave - Lien Reduction Request)

STATEMENT OF CLAIM AFFIDAVIT for CORPORATIONS

6.2.e

In Re: Tax Certificate Surplus – Sale Date: 7/25/17 Certificate Number: 8690-14
 Parcel ID Number: 4242-20-06-0110

Instructions: Complete **PART 1** or **PART 2**, the Notary Section and return form to this office.

Clerk of Court
 Attn: Tax Deed Dept.
 PO Box 6043
 DeLand, FL 32721

PART 1 – Complete this section if the Lien has been satisfied.

☐ I am the _____ of _____
 and am duly authorized to execute this affidavit on behalf of said corporation. The lien said
 corporation held against the above described property **has been satisfied.**

PART 2 (Indicate all applicable items)

- ☒ 1. I am the Finance Director of The City of Holly Hill
 and am duly authorized to execute this affidavit on behalf of said corporation.
- ☐ 2. Said corporation was the owner of the property at the time of the Tax Deed Sale and eligible to
 receive the surplus funds.
- ☐ 3. Said corporation is entitled to the Tax Certificate surplus on the above described property.
- ☒ 4. Said corporation is the holder of an unsatisfied lien in the amount of \$ 57,327.00.

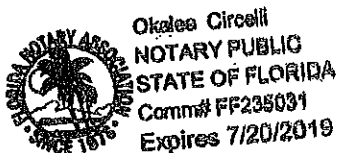
** I, acknowledge that I am making the above representations under oath in order to receive payment of such
 surplus funds, and understand that, if it is later discovered or determined that payment of such surplus funds
 were received in error and I was not entitled to the surplus funds for any reason, the repayment of such surplus
 funds will be made to the Clerk of the Circuit Court. If my claim to the funds is based on intentional
 misrepresentation of fact or false assertion of rights, I acknowledge I may be subject to criminal prosecution in
 addition to civil liability.

[Signature]
 Signature
Kurt Swartzlander
 Print name
1065 Ridgewood Ave.
 Address

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 31 day of July, 2017, by Kurt Swartzlander
 who is personally known to me or has produced _____ as identification and did take an oath.



Print, type, or stamp commissioned name of Notary Public

Finance Dept.
 Office
The City of Holly Hill
 Print name of corporation
32117
Holly Hill, FL 386-248-9427
 City/State/Zip Phone Number
 Email: Kswartzlander@HollyHillFL.

[Signature]
 Signature of Notary Public

Attachment: Statement of Claim 1538 Daytona Ave (1753 : 1538 Daytona Ave - Lien Reduction Request)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I RICHARD T. AND MARY ANN TRUSSELL, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))
4214 32 20 06 0110

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 55,327. for Case No. _____, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

RICHARD T. TRUSSELL
Owner's Name

Richard Trussell
Owner's Signature

MARY ANN TRUSSELL
Owner's Name

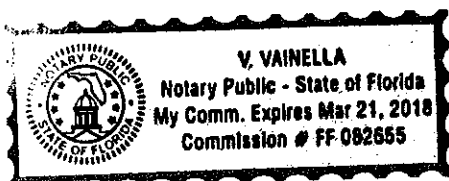
Mary Ann Trussell
Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 10 day of August, 20 17.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ✓, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of August, 20 17.



V. Vainella
Notary Public in and for the County and State

Aforementioned

My Commission Expires: 3/21/18



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Joseph Forte
SUBJECT: Condemnation of Property Located at 430 Burleigh Avenue
NUMBER: (ID # 1742)
APPLICANT:
PLANNER:

DISCUSSION:

The property located at 430 Burleigh Avenue has had numerous complaints by neighbors to both the Holly Hill Building Department, Code Enforcement and the Police Department. The home has been and remains in a state of despair causing several nuisances that are against both the International Property Maintenance Code and the Land Development Code. The previous owners are deceased and the property was left to the adult two children, Marcus Torres and Adrianna Torres. The Torres' have been contacted on numerous occasions to have the property brought into compliance and the stabilized however, they have not responded to any communication including certified mail. In 2014 Marcus Torres quit claimed his interest over to the sister who is now the owner of the property along with Lisa Surdyka whose address together is 950 N. Martel Avenue, #950, Los Angeles, CA 90046. These owner(s) have been notified to correct the code violations to no avail. Violations have been in place since 2013 and no repairs have been made since.

The Special Master has issued Orders of Non-Compliance on the following dates:

March 3, 2014, April 8, 2014, May 4, 2014, June 3, 2014 and July 9, 2014.

An Order by the Special Master on September 7, 2016 directed the matter be forwarded to the City Commission to determine whether the property should be demolished.

The Special Master also ordered an engineering inspection and GC inspection of the property which was completed in March of 2014. The results of these inspections determined the structure to be unsafe and a danger to the public. *(See attached inspection reports)*

Complete file can be reviewed in the Code Enforcement office.

Verbal notice has been given to Anthony Damiano. Mr. Damiano has a contract on the property that he is assigning to Carlos Lira, owner of ACL Realty, LLC. a local investor, who is planning to purchase the property on August 8, 2017. The buyer will be at the City Commission meeting.)

FISCAL ANALYSIS:

Upon City Commission approval for condemnation, staff will follow existing procurement procedures to select a vendor for demolition. Exact demolition costs are not yet known and a budget amendment may be required to complete demolition of the property.

STAFF RECOMMENDATION:

There are no lien holders that need to be notified of this action. The only liens on the property are the City of Holly Hill liens and the City should proceed with foreclosing the liens so the property can be sold and the City recoup its losses. Therefore, staff recommends the City Commission declare the property uninhabitable, unsafe and a danger to the public and condemned and order the property located at 430 Burleigh Avenue to be demolished.

COMMISSION GOAL:

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

MOTION:

TO DECLARE THE PROPERTY UNINHABITABLE, UNSAFE AND A DANGER TO THE PUBLIC AND HEREBY CONDEMNED. ORDER THE PROPERTY LOCATED AT 430 BURLEIGH AVENUE TO BE DEMOLISHED AND AUTHORIZE THE CITY ATTORNEY TO PROCEED WITH FORECLOSING ON THE LIENS.

- 05-28-1996 - Ordinance 2428 (DOC)
- 02-25-1997 - Ordinance 2452 (DOC)
- Civil engineer and contractor inspection results (PDF)
- 430 Burleigh Ave - Photos (PDF)

HISTORY:

08/08/17	City Commission	TABLED
Next: 08/22/17		

ORDINANCE NO. 2428

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF HOLLY, HILL, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code entitled "Code of Ordinances, City of Holly Hill, Florida" published by Municipal Code Corporation consisting of chapters 1 through 114, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before February 27, 1996, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every violation of a municipal code is hereby declared to be a misdemeanor and every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed \$500.00

or a term of imprisonment not to exceed 60 days, or both a fine and term of imprisonment. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance.

In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, code enforcement, administrative adjudication, injunctive relief and revocation of licenses on permits.

Section 5. Additions on amendments to the Code when passed in the form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after February 27, 1996, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, on application hereof, is for any reason held invalid or unconstitutional by any Court, such portion on application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions on application hereof.

Section 8. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 9. That this Ordinance shall become effective immediately upon its adoption.

Section 10. That this Ordinance shall be posted at City Hall as required by law.

The within and foregoing Ordinance was introduced and read on first reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall on the 14th day of May, A.D. 1996.

It was moved by Councilman Shirley Heyman and seconded by Councilman Arthur Byrnes that said Ordinance be approved on first reading. A roll call vote of the Council held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	<u>Yes</u>
Councilman Arthur Byrnes	<u>Yes</u>
Councilman J. D. Mellette	<u>Yes</u>
Councilman Shirley Heyman	<u>Yes</u>
Councilman Jim Elliott	<u>Yes</u>

The within and foregoing Ordinance was introduced and read on the second reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in Council Chambers at City Hall on the 28th day of May, A.D. 1996.

It was moved by Councilman Arthur Byrnes and seconded by Councilman J. D. Mellette that said Ordinance be

adopted. A roll call vote of the Council held on said motion to adopt the Ordinance resulted as follows:

Mayor William Arthur	<u>Yes</u>
Councilman Arthur Byrnes	<u>Yes</u>
Councilman J. D. Mellette	<u>Yes</u>
Councilman Shirley Heyman	<u>Yes</u>
Councilman Jim Elliott	<u>Yes</u>

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, this 28th day of May _____, A.D. 1996, for the purpose of authenticity as is required by law.

CITY OF HOLLY HILL, FLORIDA

WILLIAM ARTHUR, MAYOR

ATTEST:

CITY CLERK/MANAGER

D:\DOCUMENT\ORDINANC\2428CODE.ORD

ORDINANCE NO.2452

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA REPEALING SECTION 114-813, SECTION 114-814, SECTION 58-102, SECTION 58-103, AND SECTIONS 26-63 THROUGH 26-67 OF THE HOLLY HILL CODE OF ORDINANCES WHICH ARE ENFORCEMENT PROVISIONS FOR DIFFERENT REGULATIONS CONTAINED IN THE HOLLY HILL CODE OF ORDINANCES; CREATING A NEW CHAPTER 3 (ENFORCEMENT), SECTION 3-1 (GENERAL ENFORCEMENT PROVISION) CONSOLIDATING THE ENFORCEMENT PROVISIONS CONTAINED IN THE ABOVE REPEALED SECTIONS INTO A SINGLE SECTION; SECTION 3-2 (ABATEMENT OF NUISANCES BY DEMOLITION) ESTABLISHING A PROCEDURE BY WHICH THE CITY CAN ABATE A NUISANCE BY DEMOLITION; AND SECTION 3-3 (NOTICE REQUIREMENTS) SETTING FORTH THE METHOD OF SERVING NOTICE FOR THE ABOVE ENFORCEMENT PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are several sections of the Holly Hill Code of Ordinances containing enforcement provisions.

WHEREAS, some of these sections contain very similar and in some instances identical enforcement provisions.

WHEREAS, the City believes that for simplicity and ease of enforcement, there should be one enforcement provision for Code violations, except in circumstances that require a separate enforcement provision.

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

Section 1. Section 114-813, Section 114-814, Section 58-102, Section 58-103 and Sections 26-63 through 26-67 of the City

of Holly Hill Code of Ordinances are hereby repealed and there is hereby created a new Chapter 3 (Enforcement) Section 3-1 (General Enforcement Provision), Section 3-2 (Abatement of Nuisances By Demolition) and Section 3-3 (Notice Requirements) to read as follows:

Sec. 3.1. General Enforcement Provision.

(A) Except when specifically provided otherwise in this Code, violations of the City of Holly Hill Code of Ordinances shall be enforcement as provided herein.

(B) The City shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the City of Holly Hill regulations, including but not limited to Divisions 6 and 7 of Chapter 114, and shall have the authority, in addition to any procedure established under State law, to abate nuisances described in Section 26-61 pursuant to the following procedure:

1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as City Official) determines that there is a violation of a regulation of the City of Holly Hill, said City Official shall issue a notice of violation setting forth the provision(s) of the Holly Hill Code of Ordinances that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request

is submitted in writing to the City within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the City taking the necessary action to correct said violation(s) and charging the property owner for said action plus the levying of fines.

2) If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the City Official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.

3) After the corrective action has been performed by the City or its authorized agent(s), the City Official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the City and the wrecker company in the removal and impoundment of the property and all fines that have been assessed.

The notice shall include the name and address of the wrecker company where the property is being stored. If the City has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in lienning the property.

4) Once property is towed at the direction of the City, the property shall become the responsibility of the wrecker company.

If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the City shall not be responsible for said property nor the ultimate disposition of said property.

5) If a hearing is requested under this Section, the hearing shall be held before the City Council, and the matter shall be placed on the Council's agenda at the next regularly held Council meeting following receipt of the written request for the hearing.

The property owner shall be provided written notice of the date, time and place of the hearing. If the City Council determines that a violation exists, the Council has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.

6) The term "property owner" as used in the Section for purpose of issuance of a notice of violation as provided in Paragraph 1 shall mean the owner for owner-occupied structures and vacant land and the tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in Paragraph 3 shall be given to the same party receiving the notice of violation in Paragraph 1 and to the owner of the property removed.

3.2. Abatement of Nuisance by Demolition.

The City shall have the right to abate a nuisance by demolishing

the structure or other property constituting said nuisance pursuant to the following procedure:

(A) The City Official shall provide a written notice to the property owner and tenant setting forth the following:

- 1) The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;
- 2) The corrective action to be taken;
- 3) A reasonable time for the corrective action to be performed;
- 4) That if the corrective action is not taken within the time allowed, the City Council will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of said structure or property.

(B) The City shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in Paragraph (A) above to said lien holder(s).

(C) If the corrective action is not performed within the time allowed, and any extensions thereto, the City Official is authorized to request a public hearing before the City Council for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the City Official deems appropriate, including the demolition of the structure. The property owner(s), tenant(s) and all lien holders shall receive a

copy of the notice of public hearing. At said public hearing the City Council shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

3.3. Notice Requirements. All notices required by this Chapter shall be provided to the required party in one of the following methods:

(A) by certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(B) by hand delivery by the code inspector, by a City police officer or other person designated by the City;

(C) by publishing the notice once a week for four (4) consecutive weeks in a paper of general circulation in Volusia County, with the proof of publication made in compliance with Florida Statute Sections 50.041 and 50.051, as amended;

(D) by posting for at least ten (10) days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and placed of posting.

(E) evidence that an attempt has been made to hand deliver or mail the notice as provide in (A) and (B) above, together with proof of publication or posting as provided in (C) and (D) above, shall be sufficient to establish that the notice requirements have

been met, without regard to whether or not the party actually received such notice.

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

Section 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. That this Ordinance shall become effective immediately upon its adoption.

Section 5. That this Ordinance shall be posted at City Hall as required by law.

The within and foregoing Ordinance was introduced and read on first reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall on the 11th day of February, A.D. 1997.

It was moved by Councilman Heyman and seconded by Councilman Mellette that said Ordinance be approved on first reading. A roll call vote of the Council held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	<u>Yes</u>
Councilman Arthur Byrnes	<u>Yes</u>

Councilman J. D. Mellette	<u>Yes</u>
Councilman Shirley Heyman	<u>Yes</u>
Councilman Jim Elliott	<u>Yes</u>

The within and foregoing Ordinance was introduced and read on the second reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in Council Chambers at City Hall on the 25th day of February, A.D. 1997.

It was moved by Councilman Shirley Heyman and seconded by Councilman Jim Elliott that said Ordinance be adopted. A roll call vote of the Council held on said motion to adopt the Ordinance resulted as follows:

Mayor William Arthur	<u>Yes</u>
Councilman Arthur Byrnes	<u>Yes</u>
Councilman J. D. Mellette	<u>Yes</u>
Councilman Shirley Heyman	<u>Yes</u>
Councilman Jim Elliott	<u>Yes</u>

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, this 25th day of February, A.D. 1997, for the purpose of authenticity as is required by law.

CITY OF HOLLY HILL, FLORIDA

WILLIAM ARTHUR, MAYOR

ATTEST:

CITY CLERK/MANAGER

Attachment: 02-25-1997 - Ordinance 2452 (1742 : Condemnation of Property Located at 430 Burleigh Avenue)

MetaWorld Civil Consulting, LLC
444 Seabreeze Blvd., Suite 715
Daytona Beach, FL 32118

Phone (386) 530-3850 -- Fax (855) 560-4908
www.metaworldcivil.com

2014 April 16

Ms. Adriana Torres

430 Burleigh Ave.,

Holly Hill, FL 32117

RE: Home Condition Letter

Dear Ms. Torres,

Per your request, on March 29, 2014, MetaWorld Civil Consulting, LLC (MetaWorld) visited your property at 430 Burleigh Ave. in Holly Hill, FL. We visited the home along with a Licensed General Contractor / Inspector, Richard Barker of Richard Barker Construction (Inspector), for the purpose of inspecting the home to determine its structural integrity. The Inspector's official report is attached. The following is a summary of MetaWorld's Engineering opinion of the state of the property, given personal observation in conjunction with the Inspector's opinions and report.

It is our opinion that the home is not in immediate danger of collapse, but does require immediate action. This assessment is based on the fact that the Inspector's report indicates the "[home] is repairable" and is "totally secure ... to prevent unauthorized entry".

The home is however, in very poor shape; and is not suitable for occupancy. Although the external structure doesn't show signs of failure yet, there is structural failure at the interior load bearing wall that supports the second floor, as mentioned in the Inspector's report. This presents an unsafe situation for anybody inside the home. If this failure is allowed to progress, the home will collapse on itself.

The failure of the internal load bearing wall is a result of roof leakage over a very long period of time. Replacing or patching the roof will likely slow the worsening of the failure, and delay collapse considerably. This is not to say that the home will be safe if the roof is replaced. The internal failure will continue to worsen regardless, if it is not repaired.

In order for this home to be considered safe for occupancy, the entire interior of the home will require repair. If it is desired to keep the exterior of the home as is during repair, the specialized labor required will be costly. It is likely that the costs of bringing the existing home to a state where it would be considered safe would exceed the costs of building an entirely new home. We strongly

Project 116-001

Home Condition Letter

Page 1

Attachment: Civil engineer and contractor inspection results (1742 : Condemnation of Property Located at 430 Burleigh Avenue)

MetaWorld Civil Consulting, LLC
444 Seabreeze Blvd., Suite 715
Daytona Beach, FL 32118

Phone (386) 530-3850 -- Fax (855) 560-4908
www.metaworldcivil.com

suggest that you compare home prices for neighboring homes in determining whether full repair would be more beneficial than a demolition and complete rebuild.

In closing, it is our opinion that the home is unsafe but not in immediate danger of collapse. We suggest that you consider the complete demolition and rebuild of the home; however we understand that you would like to repair the home if feasible. Given your desire to repair the home, we suggest the following measures be taken to ensure the home against collapse as you gather quotes and the other information you may require:

- As it was at the time of the site visit, the home should be completely secured against unlawful public entry; and
- The roof should be repaired as soon as possible, and no later than the start of the hurricane season.

If these items are not performed in a timely manner, the home may or may not survive another hurricane season. Under no circumstances what-so-ever should the general public be allowed entry to the home.

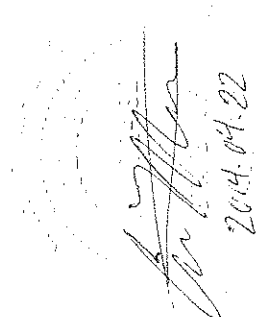
Please feel free to contact us with any questions at the phone number above or via email at amalek@metaworldcivil.com.

Sincerely yours,

MetaWorld Civil Consulting, LLC

Amir H. Malek, P.E.

Principal / Project Manager



P.S. During our visit to the home, we did not inspect the roof itself because of its condition. Roof repair feasibility will need to be conducted by a licensed roofer.

Attachments: Richard Barker Construction Inspection Report

R
B **RICHARD BARKER**
C **CONSTRUCTION, INC.**
Lic. #CBC55360

5967 Boggs Ford Road
Port Orange, Florida 32127

Phone (386) 767-7597
Fax (386) 756-7780

RE;

430 Burleigh Ave Holly Hill FL,32117

Amir, here is a summary of my inspection performed on 3/29/2014

Upon my inspection of the exterior of house i found it to be totally secure with plywoods over entry points to prevent unauthorized entry.

Inspection of interior of home is as follows,structural failure @interior load bearing wall to second floor,second floor floor joists@top of stairs have failed,roof has failure as a result of the roof leaking for a long period of time which is the reason of the first two failure's.

In my perffessional opinion i find the house to be unsafe and a danger to the public.

In closing the house is repairable, the cost to do so would put the house way over the surrounding comps (but this is the owners decision).If the roof isn't repaired in a timely manor in my opinion there'll be total failure by the end of summer rains.

Yours Truley,
Richard Barker Construction





Attachment: 430 Burleigh Ave - Photos (1742 : Condemnation of Property Located at 430 Burleigh Avenue)







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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Kurt Swartzlander
SUBJECT: Budget Amendment(S) - Staff Report Only City Manager Level
Amendment(S)
NUMBER: (ID # 1756)
APPLICANT:
PLANNER:

DISCUSSION: City Manager level budget amendment(s). See attached documentation.

FISCAL ANALYSIS: Budget amendment(s) within the same department; no increase or decrease in revenues or expenditures, just a reallocation between line items. No change in total fund budget.

STAFF RECOMMENDATION: Report Only - Budget amendment report(s) attached

COMMISSION GOAL: N/A

MOTION: Report Only

- CM Budget Amendments (PDF)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department

Wastewater

Date

8/8/2017

TAKE FUNDS FROM ACCOUNT NUMBER:

480-3020-535-64-00

400-0000-381-40-00

ACCOUNT DESCRIPTION:

Machinery & Equipment

Transfer from Renew&Replace Cap Projects

AMOUNT (Round to \$100's)

125,000.00

125,000.00

Total

250,000.00

(Rounded to \$100's)

ADD FUNDS TO ACCOUNT NUMBER:

400-3020-535-46-63

480-8110-581-91-30

Repair & Maintenance/Capital-Like

Transfer to Water & Sewer

125,000.00

125,000.00

Total

250,000.00

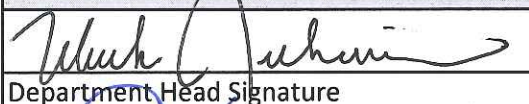
(Rounded to \$100's)

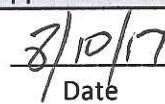
Purpose of Transfer: (include as much detail as possible)

Transfer budget to replace three (3) Effluent Pumps for Wastewater Plant from Water & Sewer Capital Projects fund to Water & Sewer operating fund Repair & Maintenance/Capital-Like account.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----


 Department Head Signature


 Date


 City Manager Signature


 Date

----- For Finance Use Only -----

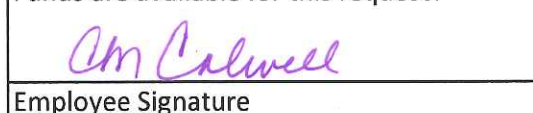
Step 1: Finance Review


 Finance Director Signature


 Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☒ Yes ☐ No

 Employee Signature


 Date

HTE Group #



Attachment: CM Budget Amendments (1756 : City Manager Budget Amendments - Staff Report)

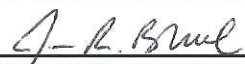
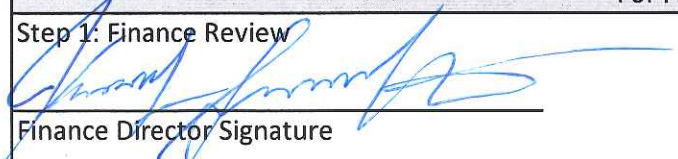
CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department		Date
Fire		6/28/201
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT (Round to \$100's)
001-2210-522-44-00	Rentals & Leases	400.00
Total		400.00
		(Rounded to \$100's)
ADD FUNDS TO ACCOUNT NUMBER:		
001-2210-522-51-00	Office Supplies	400.00
Total		400.00
		(Rounded to \$100's)

Purpose of Transfer: (include as much detail as possible)

Transfer remaining budget for Ricoh copier lease to Office Supplies. Ricoh copier can be better utilized in and has been moved to Public Works, and a smaller copier has been purchased for the Fire Department, so ink toner and cartridges will need to be purchased for the new machine.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----		
	8/10/17	
Department Head Signature	Date	
	8-11-2017	
City Manager Signature	Date	
----- For Finance Use Only -----		
Step 1: Finance Review		
	8/11/17	
Finance Director Signature	Date	
Step 2: Budget Adjustment Entry		
Funds are available for this request? ☐ Yes ☐ No		
	8/11/17	HTE Group #
Employee Signature	Date	2513

Attachment: CM Budget Amendments (1756 : City Manager Budget Amendments - Staff Report)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: August 22, 2017
FROM: Thomas Harowski
SUBJECT: Comprehensive Plan Review and Appraisal Notice to the
Department of Economic Opportunity of the City's Intent to
Review and Make Amendments to Its Comprehensive Plan
Based on the Required Periodic Review.
NUMBER: (ID # 1745)
APPLICANT: City of Holly Hill
PLANNER: Thomas Harowski

INTRODUCTION: The attached report is a brief summary of development trends prepared in anticipation of the required periodic evaluation and appraisal of the City's comprehensive plan. The document reports on population, traffic, housing trends and comprehensive plan amendments made since 2010. The report also identifies some areas within the comprehensive plan for consideration for eventual amendment of the plan.

BACKGROUND: State law requires local governments in Florida to undertake a review and assessment of their comprehensive plans at least every seven years. The City of Holly Hill last did a review and assessment in 2010, so the City is due to initiate the review this calendar year. The Florida Department of Economic Opportunity (FDEO), which oversees planning requirements for local government, is requiring local governments to submit a letter stating the local government's intent to make amendments to the comprehensive plan. Once approved by FDEO the City will have one year to complete any specific amendments and submit the amendments for state review and approval. The City of Holly Hill is due to submit its letter by September 1, 2017.

DISCUSSION: The staff developed the attached report which summarizes trends in population, traffic and housing since 2010 and it looked at amendments made to the comprehensive plan to see if there were any patterns in requested amendments that might suggest the need for revisions to the plan. The key findings include:

- Population change is much lower than anticipated with total population growth only 164 residents between 2010 and 2016.
- Service demands based on population will therefore be less than anticipated in 2010.
- Traffic volumes on the arterial and collector network are lower than the 2010 report volumes, so there is capacity in the system for the short term.

- The rapid growth in the I-95/LPGA area is likely to produce some impacts in Holly Hill in the future.
- Comprehensive plan amendments did not indicate any trends or specific issues needing attention.
- There was a net loss of housing units since 2010, and the overall housing stock is aging. One-third of housing units are over 50 years old and 75% of housing units are over 25 years old.
- Rental housing in the City is approaching 50% of the total housing stock.

The analysis done to date does not suggest the need to make major revisions to the comprehensive plan, but there are some actions which are suggested for consideration. The following list is compiled from the planning report, but as the specific amendment process goes forward over the next year, recommendations may be added or deleted from this initial list. Suggested items for consideration include:

- Confirm the three basic guidelines for the community laid out in the Future Land Use Element (residential along Riverside Drive; commercial-industrial along the FEC railroad corridor; redevelopment of the US 1 corridor).
- Review the US 1 land use/redevelopment program
- Stress the LPGA corridor road improvements
- Consider responses to housing issues
- Revise the recreation and open space element to conform to the current City operations
- Update data and tabular information in all elements
- Extend the population projections to 2030 to meet minimum state requirements
- Review and update all maps
- Review and revise policies with specific action dates

The Board of Planning and Appeals reviewed this report at its regular meeting of August 7, 2017 and recommended the City Commission accept the report and transmit it to the Department of Economic Opportunity.

FISCAL ANALYSIS: There is no fiscal impact from this plan update.

RECOMMENDATION: Submit the letter of intent to review amendments to the Department of Economic Opportunity.

- Holly Hill Comprehensive Plan Review and Appraisal Report (DOCX)
- CPA-2107-01 DEO Transmittal Letter (PDF)



10/1/2017

City of Holly Hill

Comprehensive Evaluation and Appraisal Assessment



Holly Hill Board of Planning & Appeals

City of Holly Hill

Comprehensive Evaluation and Appraisal Assessment

INTRODUCTION

At least every seven years the City is required to review its comprehensive plan and determine if any changes are required as a result of changed conditions or as a result of changes in State requirements. Since the last evaluation and appraisal was done in 2010, the City is due to conduct a review in 2017. According to the schedule issued by the Department of Economic Opportunity, the City is due to submit its determination on needed revisions by September 1, 2017. This initial submittal is an identification of areas within the plan that will need a more detailed review and perhaps amendment as a result of changes that have occurred or trends that emerged over the past seven years. Once this report is submitted to the Florida Department of Economic Opportunity, the City will have up to one year to complete any changes to the comprehensive plan and submit the changes for final review.

The staff has been reviewing the adopted plan and examining trends and more recent data to identify where amendments to the plan should be considered. The schedule calls for this report to be reviewed by the Board of Planning and Appeals prior to August so that the Board may make a recommendation to the City Commission. Once the City Commission accepts and approves the report, the report and recommendations will be transmitted to DEO to complete the minimum 2017 planning requirements. The staff will then follow with submittals on general amendments to the comprehensive plan and specific modifications to each element as required.

The report is organized into two primary sections. The first section, Agents of Change, examines population changes since 2010; amendments to the comprehensive plan required since the last general review; changes to traffic; and changes in housing data. These four areas will help identify any trends that are emerging that may require

modification to the comprehensive plan. The second section will summarize the work done by staff in reviewing the comprehensive plan and in identifying areas to be reviewed in each individual element. These items may not constitute all the amendments that are ultimately made to the adopted comprehensive plan, but they will give a good sense of the level of update needed.

AGENTS OF CHANGE

This section will look at three statistical factors that will give an indication of changed circumstances or trends that the City may wish to consider in evaluating revisions to the comprehensive plan. These are changes in population, changes in traffic conditions, and changes in housing characteristics. The fourth item is a review of the amendments made to the comprehensive plan since 2010. Requests to amend the plan can provide an idea of areas where the plan has encountered issues in implementation that may require a broader level of consideration.

POPULATION

As an initial step in the evaluation of the comprehensive plan, a review of the population trends is an important early step. This report examines the population projections for the period from 2000 to 2025 in comparison with actual population changes as reflected in US Census data and the official estimates of Florida population issued by the Bureau of Economic and Business Research. The population projection from 2015 forward to 2025 is then reviewed in light of the revised population trends.

The following table provides the population for three tracks. The first is the 2000 to 2025 track that was used to develop the comprehensive plan. The second track is the accumulation of population counts (Census) and estimates (BEBR) in comparison to the projections. The third track is a modification of Track One, which projects population forward to 2025. Following the table is a graphic representation of the data.

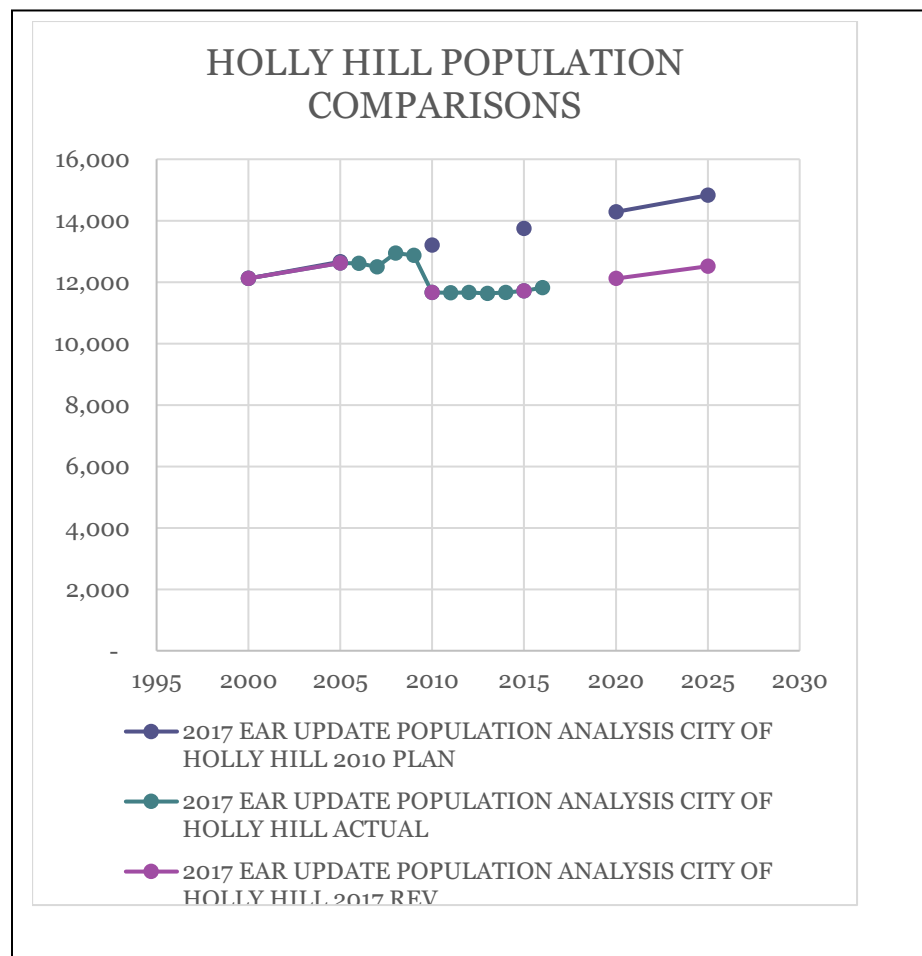
The data shows that the City has not fared very well relative to the population projections used to develop the comprehensive plan. The projections (blue on the graph) expected that population would exceed 13,700 by 2015 when in fact the City lost population relative to the 2000 US Census. The graph and the data reveal several key points as follows:

- Population projections done for the development of the comprehensive plan have not been met.
- The recession beginning in 2008 has particularly hurt the City's population base with significant declines in population through 2011 (green on the graph).
- Since the last US Census in 2010, the City's population has stayed within a narrow range between 11,600 and 11,800.
- Total population increase between 2010 and 2016 is 164 residents.
- Most of the increase in population since 2010 has occurred in the last two years (2015 and 2016).

2017 EAR UPDATE POPULATION ANALYSIS CITY OF HOLLY HILL			
YEAR	ORIGINAL PROJECTION	ACTUAL	2017 REVISION
2025	14,827		12,522
2020	14,285		12,117
2016		11,823	
2015	13,744	11,712	11,712
2014		11,661	
2013		11,632	
2012		11,665	
2011		11,652	
2010	13,202	11,659	11,659
2009		12,871	
2008		12,944	
2007		12,494	
2006		12,614	
2005	12,661	12,620	12,620
2000	12,119	12,119	12,119

Original projections from comprehensive plan data and analysis.

Actual population from BEBR; 2017 Revisions by TMH Consulting.



A review of building permit data shows that for the period of 2010 through 2016, the City permitted 19 new dwelling units; 14 single-family homes and five mobile home placements. However, during this same time period, the City permitted the demolition of 46 housing units including 30 single-family structures and 16 mobile homes. During this period two older mobile home parks were phased out which contributed to the mobile home “demolitions”. Any population increase experienced over the last two years has come from the absorption of vacant housing units. As a large percentage of the City’s single-family housing stock is in the rental market, there can be a relatively rapid transition between occupied and vacant single-family dwellings.

The revised population projections are based on extrapolating the population growth rate of the last two years forward to 2020 and 2025 (gray on the graph). As the data shows, by 2025 there will be shortfall of about 2,300 residents from the original projections. This projection is, in part, based on the expectation that population increase will continue to be driven by reductions in the vacant housing inventory and modest new infill development.

The current development profile includes only three projects which have the potential to add measurable numbers of housing units to the inventory. The major project is MG on the Halifax which has two residential towers (800-900 units) approved for construction. The future of this project given the current market conditions is uncertain so far as timing of the remaining towers is concerned. The Mirage project has about 100 townhouse units approved for construction, but again the market for these units remains soft and timing is uncertain. Finally, the proposed Fountainhead development is planned to include 88 units of multi-family housing. The first phases of this mixed-use project are expected to be offices, and the timing for the residential component is dependent on housing subsidy factors outside the local economy. If one or more of these larger projects moves forward in the short-term, the City could see some additional gains in population, but these gains are still likely to be less than the original plan projections.

TRAFFIC GENERATION

The review has looked at changes in traffic volumes on key City roadways to determine if there are any changes in traffic patterns that are noteworthy and may affect the City's goals, objectives or policies and its transportation concurrency exception area. While the level of new development in Holly Hill since 2010 has been modest, the location of the City between Daytona Beach and Ormond Beach suggests that pass-through traffic is a potential issue that may affect local roadways and may produce changes in the level of service, even when development within the City is at lower levels. In order to examine the changes in traffic volumes on City arterial and collectors, Table-1 has been updated and is shown on the next page.

The updated table shows that the level of service on the arterial network (Mason Avenue, Nova Road and US 1) is generally lower it was in 2010 and that the actual volumes measured in 2015 are lower than they were in 2006 when the counts included in the 2010 plan were taken. The traffic volumes on the two Major Collector Roads (LPGA Boulevard and Riverside Drive) have declined between 17% and 20% since 2006. These links have remained steady in terms of ADT volumes since 2010. The Riverside

Drive data is 2014 data as Volusia County ceased traffic volume collection on this road in Holly Hill in 2015.

No information is available regarding trends on the City collector network, which includes Center Avenue, Daytona Avenue, 3rd Street, 8th Street and Flomich Street. Volusia County no longer collects data on these roadways, and the City has not supplemented the traffic count base with local data collection.

Overall, this data suggests that no major issues have arisen with the City's road network that will require either major capital projects or changes to goals, objectives and policies. While declining volumes and available capacity allow for new development to be accommodated, they also signal a decline in development and economic activity that may have impacts on other plan elements. In 2015, there was one road link that was determined to be critical in the volume to capacity ratio. This link is on LPGA between Jimmy Ann Drive and Derbyshire Avenue. This link is under construction now to expand it to 4-lanes, and this improvement should resolve the issue.

**TRAFFIC TRENDS 2006 – 2015 ADT
CITY OF HOLLY HILL, FLORIDA**

ROAD	LINK	AVERAGE DAILY TRAFFIC			CAPACITY	V/C	LOS	DESIGN
		2006	2010	2015				
US 1	Hand – LPGA	28,500	26,000	23,500	39,800	0.59	C	D
US 1	LPGA – Mason	28,500	26,000	23,500	32,400	0.73	D	D
Nova	Hand – LPGA	31,000	29,000	27,000	59,900	0.46	C	D
Nova	LPGA – Mason	31,500	29,500	28,500	59,900	0.48	C	D
Mason	US 1 – Beach	19,600	18,200	19,000	32,400	0.59	D	D
Riverside	Division – LPGA	6,110	5,000	4,950*	13,640	0.36	C	E
Riverside	LPGA – 5 th	6,480	4,600	5,150*	13,640	0.38	C	E
Riverside	5 th – Mason	6,480	4,600	5,150*	22,820	0.23	C	E
LPGA	Nova – US 1	11,690	10,260	9,730	14,040	0.65	D	E

*2014 Counts. Volusia County has discontinued traffic counts as of 2015.

COMPREHENSIVE PLAN AMENDMENTS (2010 – 2016)

Since the City's last evaluation and appraisal review, the City has amended its comprehensive plan 18 times. (Please refer to the summary table for details.) Of this total number of amendments, seven amendments (39%) were the required annual updates to the capital improvement element five-year schedule of capital projects. An additional five amendments (28%) were made as a result of annexations and the need to include the annexed lands within the City's comprehensive plan. Five amendments (28%) were requests to change the land use to accommodate some specific development use; including one City sponsored amendment to accommodate a new park use. The final amendment was the only text amendment considered during this period.

The most significant amendment considered during the period was the designation of the 25-acre former middle school property as Mixed Use III. The City subsequently purchased the property and is now actively marketing the site as the key element of its redevelopment plan and redevelopment strategy. The only other sizeable land area affected by a comprehensive plan amendment was the 25-acre "Dog Park" property, which is all publicly owned and has been designated as Parks and Open Space.

In terms of land area impacted by the amendments, a total of 27.87 acres of amendments to the future land use map were generated by annexation, with 25 of these acres coming in the park annexation. Outside of the 25-acre former middle school property, land area affected by future land use map amendments was 7.05 acres with two-thirds of this area included in the 7th Street Neighborhood Park amendment. The text amendment modified Future Land Use Element Policy 1.1.3 regarding the compatibility of land use classifications and zoning classifications. This amendment was undertaken to address an inconsistency between the future land use and applied zoning.

The key take-away from this analysis is that there is nothing apparent in the amendments to the comprehensive plan undertaken since the last evaluation and appraisal review that suggests any major concerns with the land use portion of the comprehensive plan. The majority of the future land use map amendments were generated by annexation and government actions with regard to recreation facilities. The one major change impacting the community was the change to the former middle school property which was done within the context of the City's redevelopment plan.

**Summary of Comprehensive Plan Amendments
2010 – 2016**

Year	Identification	Area	From	To
2010	CIE Annual Update	NA	Na	NA
2010	Middle School Property	25.00 ac.	Churches, Schools & Institutions	Mixed Use III
2010	1976/1982 Nova	0.36 ac.	County	General Commercial
2010	News Journal	2.00 ac.	Low Density Residential	General Commercial
2011	CIE Annual Update	NA	NA	NA
2011	County Tire	1.80 ac.	County	General Commercial
2012	CIE Annual Update	NA	NA	NA
2012	1850 Nova Road	0.48 ac.	County	General Commercial
2013	CIE Annual Update	NA	NA	NA
2013	947 Center	0.11 ac.	Medium Density Residential	General Commercial
2014	CIE Annual Update	NA	NA	NA
2014	Metra	0.44 ac.	Medium Density Residential	Industrial
2014	Dog Park	25.00 ac.	County	Parks & Open Space
2015	CIE Annual Update	NA	NA	NA
2015	Mirage	NA	NA	Policy 1.1.3
2016	CIE Annual Update	NA	NA	NA
2016	7 th Street Park	4.5 ac.	Medium Density Residential	Parks & Open Space
2016	1011 10 th Street	0.23 ac.	County	General Commercial

HOUSING TRENDS AND DATA

The following data examines housing trends between 2000 and 2015 based on US Census and the American Community Survey information. This effort is to look for trends and conditions that might suggest the need to amend goals, objectives and policies in the housing element or future land use element. The recent recession clearly had an impact on factors such as housing occupancy, housing tenure and housing value, and these impacts are reflected in the data along with the current position of the housing profile relative to these elements.

Housing Units by Type 2000, 2010 and 2015
City of Holly Hill, Florida

Unit Type	2000	2010	2015
Single-Family	3549	4067	3491
Single-Family Attached	255	328	311
Two Family	662	143	148
Multi-Family	883	1370	2017
Mobile Home	777	675	472
Other (RV, Van, Boat)	7	0	22

The data for 2015 is based on estimates rather than actual counts that are used for the census, so it is not unusual to see some numbers that appear to break trends such as the dip in single-family housing. There may be some loss of single-family units, but some of the change may be due to small sample sizes. The two trends that are most noteworthy are the large increase in multi-family units and the decline in mobile homes. The multi-family growth reflects the City's movement away from single-family subdivisions as available land has been largely used up. Projects such as Marina Grande and several other apartment projects have become dominant in the marketplace. This construction has taken advantage of the riverfront location or used assisted housing programs to support construction. Mobile home totals have been reduced as older mobile home parks on US 1 and Riverside Drive are converted to other land uses.

The City has a relatively large inventory of accessory dwelling units that may not be fully reflected in the data. By code accessory dwelling are permitted in R-1, R-2 and R-3 zoning classifications for use by relatives of the principal dwelling. In practice these units typically become general rental units. Since 2010, single-family construction has lagged as the City has seen as many housing demolitions as new units constructed.

The trends do not indicate any need to modify land use patterns as the new construction has largely respected the existing land use pattern. The reduction in mobile home units has occurred in areas that are planned for commercial and industrial development and were expected to eventually transition to these uses.

**Housing Unit Occupancy 2000, 2010 and 2015
City of Holly Hill, Florida**

Occupancy	2000	2010	2015
Total Units	6133	6583	6461
Occupied Owner	3349	3140	2384
Occupied Renter	2224	2248	2380
Vacant	560	1195	1697

The key trend evident in the occupancy data is the increase in rental units as a portion of all housing. According to the 2105 estimates, the ratio of rental housing to owner occupied housing is about even. This data confirms an observed trend in recent years in the number of licenses issued to single-family properties that are converting to rental occupancy as well as the noted growth in multi-family units, which tend to have higher percentages of rentals.

The increase in vacant units is likely a hangover from the recession where people moved from the area in search of work or were no longer able to remain in their units. If the 2015 estimates are reasonable close, the level of vacancy in the City remains high. One other number related to housing occupancy that is interesting is the average household size that has increased for both owner and renter units. Household size for owner occupied units increased from 2.15 in 2010 to 2.41 in 2015. The household size for renter occupied units increased from 2.34 in 2010 to 2.46 in 2015. Given economic conditions, this data may indicate more shared housing.

The table below shows the age of housing estimated in 2015. The table shows that the City's housing stock is relatively old with three quarters of the units being over 25 years of age, and over a third of the units being over 50 years old. With this age profile in the housing stock it is likely that a substantial portion of the housing units are in need of some significant level of maintenance. Many of the current housing units pre-date the current building codes and may not have been upgraded with regard to electric systems and other key structural components. For the most part, recent hurricanes in 2004 and 2016 have resulted in a number of roofs being replaced. With regard to other modernization construction, this will vary from unit to unit.

Age of Housing 2015
City of Holly Hill, Florida

Year	Percent	Units
2014 or Later	0.0	0
2010-2013	0.3	13
2000-2009	16.0	1036
1990-1999	7.8	506
1980-1989	18.3	1181
1970-1979	18.4	1190
1960-1969	11.5	742
1950-1959	18.3	1180
1940-1949	6.4	416
1939 or Earlier	3.0	197

Source: American Community Survey DP04

Housing Cost as a Percent of Income 2010 and 2015
City of Holly Hill, Florida

Percent 2010	Owner-Mortgage	Owner No Mortgage	Renter
<15		860	277
15 – 19.9	405	165	99
20 – 204.9	404	85	294
25 – 29.9	132	78	200
30 – 34.9	146	120	113
35 <	524	179	1093
Total	1611	1487	2076
Percent 2015	Owner-Mortgage	Owner No Mortgage	Renter
<15		678	170
15 – 19.9	301	205	179
20 – 204.9	153	71	257
25 – 29.9	96	55	248
30 – 34.9	182	34	169
35 <	398	171	1093
Total	1130	1214	2116

The data on housing cost as a percentage of income has remained relatively the same since 2010 with more than one-third of all households paying more than 35% of their income for housing. This factor is a traditional measurement of the need for affordable housing despite the City having a significant concentration of assisted housing units and participating in other housing assistance programs. Other than supporting housing production and housing programs, the City has relatively little ability to influence issues such as wages and cost of housing.

COMPREHENSIVE PLAN REVIEW

The preceding analysis was conducted to determine if there were trends or other primary agents of change in the community that have sufficiently deviated from the expected direction outlined in the comprehensive plan that amendments to the plan should be considered. The key findings are summarized as follows:

- Population change has lagged behind projections. Comprehensive plan activities and level of service demands based on population have therefore been reduced.
- Traffic patterns show flat to declining traffic volumes on most arterial and collector roads. Road improvements will be more likely to be safety and traffic operations driven than capacity driven.
- Comprehensive plan amendments have been routine to address annexations and capital improvements element updates. No significant changes that suggest a change in land use are evident.
- Housing trends are more problematic with renter occupied units now at 50% of all occupied units; vacancy (20% - 25%) remains high from the recession; and housing affordability (percent of households spending more than 35% of income on housing) is a growing issue. The housing element already addresses many of these issues, and none of these trends suggest a change in direction for land use.

While the evidence to date does not suggest a major change in direction for the City's planning program, there are some improvements to the comprehensive plan document and to the individual elements that may be considered. The following sections identify general areas to be considered for amendment and individual items for review that have been identified in the various plan elements.

AMENDMENTS APPLICABLE TO ALL PLAN ELEMENTS

There are some suggested revisions that are applicable to all of the individual plan elements. In some cases these are formatting changes and other suggestions to reduce the bulk of the comprehensive plan and make it more readable. These areas of review include:

- Update of data and tabular information to present current information.
- Extend the population projections to at least 2030 to maintain the required minimum 10-year planning horizon.
- Review all maps and update with current information.
- Review all policies and amend policies to with date specific action points based on whether the policy has been implemented or still requires action.
- Review data included such as reports and plans which can be incorporated by reference to reduce the plan's bulk.

AMENDMENTS APPLICABLE TO INDIVIDUAL PLAN ELEMENTS

A review of the goals, objectives and policies included in each comprehensive plan element has identified some items for additional consideration as possible amendments. This list is not intended or expected to be all inclusive, and other items may arise as the review proceeds.

FUTURE LAND USE ELEMENT

The Future Land Use Element lays out three guidelines that are intended to provide direction to the objectives and policies presented in the element. The City should review these guidelines to confirm that these are still applicable. The guidelines include:

1. Concentration of industrial and commercial development along a North-South corridor formed by the Florida East Coast Railroad and U.S. Highway 1.

2. The encouragement and retention of the residential character along the west side of Riverside Drive from Third Street north to the City limits.
3. Redevelopment is crucial to arresting further deterioration and allowing the City to achieve its potential.

With regard to the redevelopment guideline, the Future Land Use Element include Objective 4.1 and supporting policies which direct specific site development requirements regarding building and parking placement. These policies have not been included in the City's land development regulations despite the addition of a redevelopment district overlay that was intended to implement the redevelopment plan. This objective needs to be reviewed and modified if the City does intend to require the recommended site development patterns.

The Future Land Use Element includes an inventory of existing land use and other tabular data which needs to be updated. If the annexation data is not required, it can be deleted along with the accompanying map.

TRANSPORTATION ELEMENT

The Transportation Element needs to focus on a few key issues that are reflective of the City's current and projected transportation needs. The goals, objectives and policies in the element need to be reviewed for their contribution to addressing these needs. The key issues include:

1. Improvement of LPGA Boulevard between Nova Road and US 1 to a three-lane section.
2. Extension of pedestrian networks to most effectively connect residential neighborhoods to goods and services and other transportation links.
3. Implementation of a maintenance program for streets and sidewalks.
4. Provision of adequate support for the Votran bus network as the City has a relatively high percentage of residents dependent on public transit.

HOUSING ELEMENT

The existing set of goals, objectives and policies do not appear to require significant revision as they cover actions supporting the current housing stock. As noted above, the increasing percentage of housing units in the rental market does create some concerns that need to be reviewed and amendments made if required. The City generally has not been very active with new housing construction coming out of the recent recession, and no major change in direction is expected in this regard.

UTILITIES ELEMENT

The City's utilities program since 2010 has focus on general system improvements including upgrades to treatment facilities and collection and distribution systems. The City has established a program of lift station upgrades and fire hydrant replacements along with other system improvements reflected in capital improvements program. The City has also continued to improve its stormwater management systems and long-range plans. The major impacts to the comprehensive plan for utilities will be in the capital improvements element as individual projects are brought forward.

COASTAL MANAGEMENT/CONSERVATION ELEMENT

No specific issue areas have been identified beyond the general element reviews discussed above.

RECREATION AND OPEN SPACE ELEMENT

Since the last comprehensive plan update the City has eliminated its parks and recreation department. The existing parks are maintained by Public Works, but the City no longer provides active recreation programming by City staff. Consequently, some portions of the Recreation and Open Space Element need to be revised to reflect current conditions. Objective 1.6 will need review with regard to some policies. Objective 1.7 and supporting policies regarding bicycling should be reviewed for combination with similar efforts covered in the Transportation Element. Bicycle and pedestrian planning should be covered in one area, most likely the Transportation Element.

INTERGOVERNMENTAL COORDINATION ELEMENT

No specific issue areas have been identified beyond the general element reviews discussed above. Care needs to be taken to ensure the element as presented fully aligns with State statute since changes may have been made in this area.

CAPITAL IMPROVEMENTS ELEMENT

No specific issue areas have been identified beyond the general element reviews discussed above. The City has regularly updated its five-year schedule of capital improvements and should do so again for 2017-2018 as part of any EAR-based amendments.

PUBLIC SCHOOLS FACILITIES ELEMENT

The PSFE was done as a cooperative effort of the School Board and all of the local governments in Volusia County. The adopted element was based on the output of this planning process. This element remains in good condition and amendment is not essential. Policies 2.1.3 and 2.1.4 can be deleted as these tasks have been completed or are no longer required.



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

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August 24, 2017

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
107 East Madison Street
Caldwell Building
Tallahassee, FL 32399-4120

Dear Mr. Eubanks:

At its regular meeting of August 7, 2017 the Holly Hill Board of Planning and Appeals recommended submittal of the enclosed report setting forth areas within the City's comprehensive plan for further review and possible amendment as part of our ongoing evaluation and appraisal review. The Holly Hill City Commission reviewed the report and recommendation from the Board of Planning and Appeals at its regular meeting of August 22, 2017 and authorized the submittal of the report to the Department. The report has looked at changes that have occurred since our last EAR update in 2010 and laid out a program of areas for further investigation. The City will now begin our process of considering and adopting amendments to the comprehensive plan. We understand the City now has one year to complete this process.

We trust that this letter and the accompanying report meet our obligations for the initiation of the evaluation and appraisal review. Should you need any information, please feel free to contact our City Manager at:

Mr. Joseph A. Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
jforte@hollyhillfl.org

Sincerely,

John Penny
Mayor



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

**City Commission
Agenda Item**

MEETING DATE: August 22, 2017
FROM: Joseph Forte
SUBJECT: Cruisin the Hill for School Supplies - Special Event
NUMBER: (ID # 1767)
APPLICANT:
PLANNER:

DISCUSSION:

The event coordinator for the Hot Rods on the Hill has notified the City that he can no longer produce this event, which took place in June each year. During the National Night Out event, Tony Cassata, from Bob's Space Racers, requested cooperation from the City to take over the Hot Rods on the Hill event but rename it to "Cruisin the Hill for School Supplies" and changing the date to November 4, 2017.

Mr. Cassata has a vast amount of experience in the entertainment business and believes he can produce a successful event. There are many details to be worked out in a short period of time including the venue (Holly Hill City Hall property) insurance, vendors etc.

Mr. Cassata is requesting the City authorize Mr. Cassata to coordinate this event with proceeds being award to the Holly Hill K-8 School for school supplies for children in the Holly Hill community.

FISCAL

ANALYSIS:

The City has budgeted \$500.00 for the Hot Rods on the Hill event and will allocate these funds for the "Cruisin the Hill for School Supplies" event in the 2017/18 budget. Additional personnel may be needed to assist with preparation and crowd control the same way it was used for the Hot Rods on the Hill event.

STAFF

RECOMMENDATION:

Staff recommend the City Commission support this event as a trial to determine its success. If it proves to be successful, this event may grow into a great community event for the citizens and businesses of Holly Hill.

COMMISSION

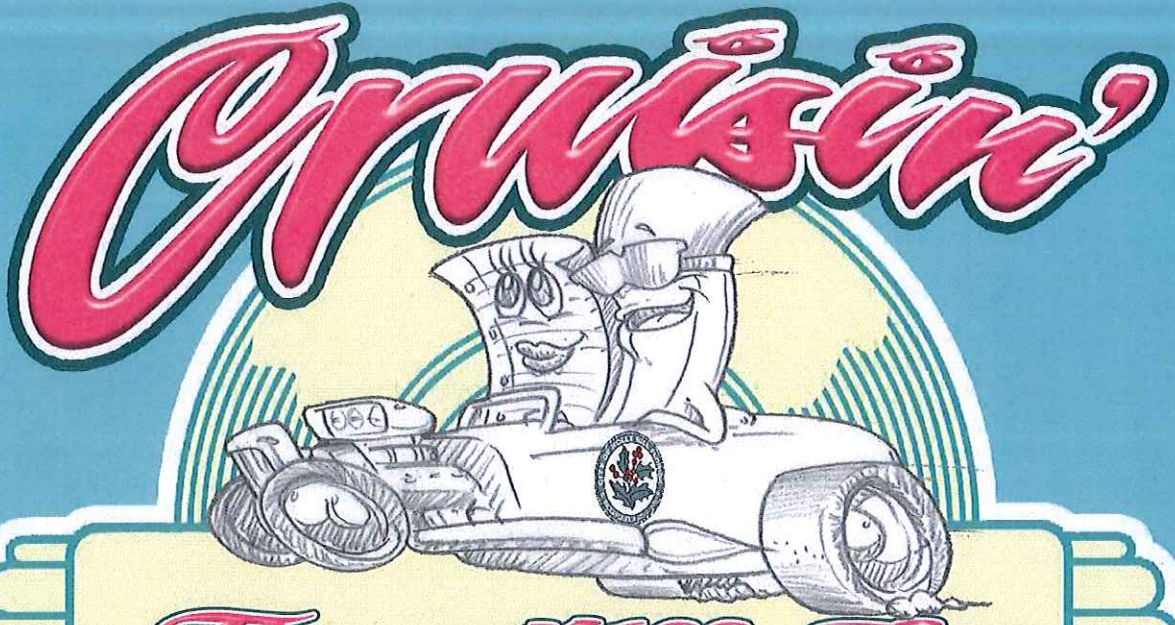
GOAL:

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

MOTION:

To authorize Tony Cassata to serve as lead coordinator for a Special Event on November 4, 2017 called “Cruisin the Hill for School Supplies”.

- Cruisin the Hill (PDF)



*The Hill For
School Supplies*

City Hall Holly Hill, Florida

11 4 17

10am - 3pm

Food • Drinks • Music

Classics • Street Rods • Trucks

Motorcycles • Foreign • Race Cars

Awards

Mayers Pick • Police Chief Pick

Founders Pick • Club Participation • Peoples Choice

For More Info Contact — tc72chev@aol.com

Attachment: Cruisin the Hill (1767 : Cruisin the Hill for School Supplies)