

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • SEPTEMBER 12, 2016

City Commission Chamber Regular City Commission and First Budget 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 F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PUBLIC HEARINGS - BUDGET

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. Resolution Resolution 2016-R-38 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2016-2017; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

- 2. Resolution Resolution 2016-R-39 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2016-2017; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

- 3. Resolution Resolution 2016-R-40 A Resolution of the City of Holly Hill, Florida, Setting the Final Stormwater Utility Fee at \$7.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

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

- 1. Minutes - August 23, 2016 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

- 2. Minutes - Election Results - August 30, 2016 - General Election

(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 2016-R-41 Fiscal Year 2016/2017 FDOT State Highway Lighting, Maintenance, and Compensation Agreement
(Requested by Mark Juliano, Public Works)
2. Resolution Resolution 2016-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the 2016-2019 Memorandum of Agreement with the Florida Department of Transportation for the State Highway Right-Of-Way Maintenance Agreement; and Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)
3. Renewal of Architectural Continuing Services Contract – First Renewal
(Requested by Walt Smyser, Public Works)
4. Team Volusia - Economic Development Agreement
(Requested by Valerie Manning, City Clerk)
5. FEMA Insurance Compliance Requirements
(Requested by Kurt Swartzlander, Finance)

6. REGULAR AGENDA

1. Ordinance Ordinance 2983 An Ordinance of the City of Holly Hill, Florida; Amending Chapter 70 (Utilities) Article IV (Water Systems), Division 1 (Generally) and Division 2 (Extensions) Updating the Regulations to be Consistent with the Law and Current Operations and Amending the Title of Division 2 to Extensions, Deposits and Charges; Amending Section 70-74 (Restrictions on Use or Connections) to Provide a Definition of Available; Amending Section 70-171 (Required) to Provide When Connection to the Sewer System is Required to be Consistent with State Law; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)
2. Resolution Resolution 2016-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Property Identified as 471 Ferndale Street, Parcel #37-15-33-39-06-0130 and 475 Ferndale Street, Parcel #37-15-33-39-06-0160, 8Th Street, Parcel #44-14-32-01-08-0070 by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)

3. Resolution Resolution 2016-R-43 A Resolution of the City of Holly Hill, Florida, Ratifying an Agreement with the N.A.G.E. Bargaining Unit Members Expiring on September 30, 2018; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - SECOND READINGS

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. Ordinance Ordinance 2979 An Ordinance of the City of Holly Hill, Florida, Relating to Special Events; Creating a New Section of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

2. Ordinance Ordinance 2982 An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 4 2 - 6 5 , Contributions ; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

8. COMMUNICATIONS

A. City Manager and Staff Comments

1. Synergy Billing Lease of Unit 202 at the Market

(Requested by Joseph Forte, City Manager)

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

(Requested by Kurt Swartzlander, Finance)

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.



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Resolution 2016-R-38 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2016-2017; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1415)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a Tentative millage rate for the upcoming fiscal year, 2016-2017. The City Commission adopted a proposed millage rate of 6.8949 at a meeting on July 26, 2016.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is the first hearing to adopt a tentative millage rate and on September 27, 2016 there will be a second hearing to adopt the Final millage rate.

Subsequent to the adoption of the proposed millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, of September 12.

The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, this is proposed for September 27.

The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and millage rate. At this meeting the Commission will adopt the final budget and millage rate.

FISCAL ANALYSIS:

The City Commission is hereby being requested to set the tentative millage rate at the proposed millage rate of 6.8949. The proposed budget for the Fiscal Year 2016-2017 Budget is based on

this millage rate which is the rolled back rate.

STAFF RECOMMENDATION:

Approve Resolution 2016-R-38, adopting the tentative millage rate and set the final public hearing date for September 27, 2016 at 7:00 pm at City Hall, 1065 Ridgewood Avenue, Holly Hill FL, 32117.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2016-R-38, ADOPTING THE TENTATIVE MILLAGE RATE OF 6.8949 MILLS AND SETTING THE FINAL PUBLIC HEARING DATE OF SEPTEMBER 27, 2015 AT 7:00 PM.

Resolution No. (ID # 1415)

**RESOLUTION 2016-R-38 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR
THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2016-2017; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

RESOLUTION**2016-R-38**

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD
VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR
THE FISCAL YEAR 2016-2017; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 12, 2016, adopted a Fiscal year 2016-2017 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as \$540,381,177.

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

SECTION 1. The FY 2016-2017 operating millage is 6.8949 mills, which is equal to the rolled-back rate of 6.8949 mills.

SECTION 2. The Final Public Hearing will be September 27, 2016.

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

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

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER,

Resolution (ID # 1415)

Meeting of September 12, 2016

2016.



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Resolution 2016-R-39 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2016-2017; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1416)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2016-2017. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

This is a first hearing to adopt a tentative budget and on September 27, 2016 there will be a second hearing to adopt the Final Budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the final budget.

FISCAL ANALYSIS:

Dependent upon commission action.

STAFF RECOMMENDATION:

Approve Resolution 2016-R-39, approving the Tentative budget and setting the final hearing date and time.

COMMISSION GOAL:

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

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

utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2016-R-39, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2016-2017 AND SETTING THE FINAL BUDGET HEARING DATE AND TIME.

ATTACHMENTS:

- Tentative Budget (PDF)

Resolution No. (ID # 1416)

**RESOLUTION 2016-R-39 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL
FOR THE FISCAL YEAR 2016-2017; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTION 2016-R-39

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY
OF HOLLY HILL FOR THE FISCAL YEAR 2016-2017;
AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 12, 2016, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2016-2017.

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

SECTION 1. The FISCAL Year 2016-2017 tentative Budget be adopted.

SECTION 2. Set the final public hearing for September 27, 2016 at 7:00 pm.

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

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

**APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER,
2016.**

ANNUAL BUDGET FY 2016-17

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 BUDGET
GENERAL FUND					
1 Personnel	4,760,427	4,840,630	5,187,300	5,187,300	5,159,700
2 Operating	1,752,480	1,684,150	2,033,900	2,417,900	2,256,200
3 Capital	359,866	603,663	1,718,900	1,413,600	0
4 Debt Svc/Other	149,924	183,922	143,100	143,100	2,022,100
Total GENERAL FUND	7,022,697	7,312,365	9,083,200	9,161,900	9,438,000
LOCAL OPTION FUEL TAX					
2 Operating	0	114,236	0	271,800	0
3 Capital	0	93,884	114,600	2,800	114,600
Total LOCAL OPTION FUEL TAX	0	208,120	114,600	274,600	114,600
RECREATION RR&R FUND					
2 Operating	9	4	0	0	0
3 Capital	0	15,988	0	0	0
Total RECREATION RR&R FUND	9	15,992	0	0	0
PERMITTING					
1 Personnel	226,822	210,430	245,400	242,400	199,800
2 Operating	34,944	61,181	39,600	42,600	41,300
Total PERMITTING	261,766	271,611	285,000	285,000	241,100
SIDEWALK					
2 Operating	2	8	500	500	0
Total SIDEWALK	2	8	500	500	0
FIRE VICTIMS FUND					
2 Operating	1	3	0	0	0
4 Debt Svc/Other	100	0	0	0	0
Total FIRE VICTIMS FUND	101	3	0	0	0
LAW ENFORCEMENT IMPACT FEE					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total LAW ENFORCEMENT IMPACT	0	0	1,000	1,000	1,000
FIRE IMPACT FEE TRST ACCT					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total FIRE IMPACT FEE TRST ACCT	0	0	1,000	1,000	1,000
ROAD IMPACT FEE TRST ACCT					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total ROAD IMPACT FEE TRST ACC	0	0	1,000	1,000	1,000

ANNUAL BUDGET FY 2016-17

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 BUDGET
PARK IMPACT FEE TRST ACCT					
3 Capital	0	0	0	10,000	0
4 Debt Svc/Other	0	0	1,000	1,000	2,000
Total PARK IMPACT FEE TRST ACCT	0	0	1,000	11,000	2,000
LAW ENFORCEMENT TRUST FUND					
2 Operating	9,725	480	0	0	0
3 Capital	0	0	12,000	12,000	38,500
Total LAW ENFORCEMENT TRUST F	9,725	480	12,000	12,000	38,500
H H POLICE EXPLORERS					
2 Operating	358	1,559	1,000	1,000	1,400
Total H H POLICE EXPLORERS	358	1,559	1,000	1,000	1,400
COMMUNITY REDEVELOPMENT					
1 Personnel	360,880	364,479	419,100	419,100	432,400
2 Operating	290,758	207,586	391,100	396,100	347,800
3 Capital	650,164	279,624	3,364,800	3,359,800	3,976,900
4 Debt Svc/Other	978,384	891,546	947,100	947,100	954,900
Total COMMUNITY REDEVELOPME	2,280,186	1,743,235	5,122,100	5,122,100	5,712,000
CRA DEBT SERVICE FUND					
4 Debt Svc/Other	400,933	399,558	398,200	398,200	403,300
Total CRA DEBT SERVICE FUND	400,933	399,558	398,200	398,200	403,300
CRA 2013 DEBT SERVICE FND					
4 Debt Svc/Other	446,901	446,831	448,900	448,900	451,600
Total CRA 2013 DEBT SERVICE FND	446,901	446,831	448,900	448,900	451,600
CRA PROJECTS FUND					
2 Operating	43	0	0	0	0
3 Capital	717,053	26,195	4,135,000	4,135,000	3,787,400
Total CRA PROJECTS FUND	717,096	26,195	4,135,000	4,135,000	3,787,400
CDBG					
1 Personnel	0	0	24,700	0	0
2 Operating	0	0	300	0	0
3 Capital	77,310	88,476	72,300	97,300	79,000
Total CDBG	77,310	88,476	97,300	97,300	79,000
LLEBG					
3 Capital	4,159	4,333	0	0	0
Total LLEBG	4,159	4,333	0	0	0

ANNUAL BUDGET FY 2016-17

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 BUDGET
CAPITAL PROJECTS					
3 Capital	0	0	0	0	1,909,600
Total CAPITAL PROJECTS	0	0	0	0	1,909,600
WATER & SEWER FUND					
1 Personnel	1,386,089	1,300,607	1,504,800	1,504,800	1,551,500
2 Operating	2,464,554	2,585,274	1,570,400	1,610,100	1,846,300
4 Debt Svc/Other	4,964,161	4,098,160	3,753,200	3,753,200	3,136,000
Total WATER & SEWER FUND	8,814,804	7,984,041	6,828,400	6,868,100	6,533,800
PROPRIETARY R&R FUND					
2 Operating	4,534	-483	4,000	4,000	4,000
4 Debt Svc/Other	1,077,100	867,400	584,000	584,000	586,900
Total PROPRIETARY R&R FUND	1,081,634	866,917	588,000	588,000	590,900
STORMWATER FUND					
1 Personnel	189,743	168,120	243,200	243,200	230,900
2 Operating	498,854	546,176	270,600	270,600	286,400
3 Capital	0	0	1,433,600	1,433,600	720,300
4 Debt Svc/Other	567,028	403,700	440,700	440,700	440,700
Total STORMWATER FUND	1,255,625	1,117,996	2,388,100	2,388,100	1,678,300
STORMWTR DRAINAGE DEBT SV					
4 Debt Svc/Other	472,261	352,227	353,700	353,700	353,700
Total STORMWTR DRAINAGE DEBT	472,261	352,227	353,700	353,700	353,700
DEBT SERVICE					
4 Debt Svc/Other	890,150	929,648	938,900	938,900	938,000
Total DEBT SERVICE	890,150	929,648	938,900	938,900	938,000
STATE LOAN DEBT SERVICE					
4 Debt Svc/Other	158,969	158,923	160,500	160,500	160,500
Total STATE LOAN DEBT SERVICE	158,969	158,923	160,500	160,500	160,500
W&S SERIES 2005 DEBT					
4 Debt Svc/Other	104,892	107,181	109,600	109,600	111,600
Total W&S SERIES 2005 DEBT	104,892	107,181	109,600	109,600	111,600
W&S SRF - 2005 DEBT					
4 Debt Svc/Other	40,470	40,463	40,800	40,800	40,800
Total W&S SRF - 2005 DEBT	40,470	40,463	40,800	40,800	40,800

ANNUAL BUDGET FY 2016-17

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 BUDGET
W&S R&R SERIES 2011 DEBT					
4 Debt Svc/Other	329,047	329,042	329,300	329,300	329,300
Total W&S R&R SERIES 2011 DEBT	329,047	329,042	329,300	329,300	329,300
W&S R&R SERIES 2011 DEBT					
4 Debt Svc/Other	180,000	323,746	325,500	325,500	330,300
Total W&S R&R SERIES 2011 DEBT	180,000	323,746	325,500	325,500	330,300
W&S WTR MTR,SER.2013 DEBT					
4 Debt Svc/Other	0	204,659	170,800	170,800	171,500
Total W&S WTR MTR,SER.2013 DE	0	204,659	170,800	170,800	171,500
RENEWAL & REPLACEMENT					
2 Operating	79	2,054	0	0	0
3 Capital	0	0	2,452,700	2,427,700	1,533,100
4 Debt Svc/Other	406,178	519,978	0	0	0
Total RENEWAL & REPLACEMENT	406,257	522,032	2,452,700	2,427,700	1,533,100
WATER IMPACT FEES					
4 Debt Svc/Other	0	0	2,000	2,000	254,600
Total WATER IMPACT FEES	0	0	2,000	2,000	254,600
SEWER IMPACT FEES					
4 Debt Svc/Other	0	0	2,000	2,000	386,200
Total SEWER IMPACT FEES	0	0	2,000	2,000	386,200
W&S R&R BOND SERIES 2011					
3 Capital	0	0	85,000	216,700	213,200
4 Debt Svc/Other	0	19,610	0	0	0
Total W&S R&R BOND SERIES 2011	0	19,610	85,000	216,700	213,200
W&S SER.2013 CONSTR FUND					
4 Debt Svc/Other	1,453,254	15,932	0	0	0
Total W&S SER.2013 CONSTR FUN	1,453,254	15,932	0	0	0
SOLID WASTE FUND					
2 Operating	1,650,414	1,714,418	1,816,700	1,816,700	1,919,300
4 Debt Svc/Other	50,000	50,000	563,400	563,400	437,700
Total SOLID WASTE FUND	1,700,414	1,764,418	2,380,100	2,380,100	2,357,000

ANNUAL BUDGET FY 2016-17

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 BUDGET
Total Budget All Funds	28,109,020	25,255,601	36,857,200	37,252,300	38,164,300

CITY OF HOLLY HILL
ESTIMATED FUND BALANCES
2016-17

Fund	Fund Name	Est Beginning Fund Balance Sept 30, 2016	Revenue Projection 2016-17	Expenditure Projection 2016-17	Estimated Fund Balance Sept 30, 2017
001	General fund				
	Unassigned	3,817,856	8,325,500	9,434,700	2,708,656
	Police Education	4,638	2,000	3,300	3,338
	Total General Fund	3,822,494	8,327,500	9,438,000	2,711,994
002	2nd LOGT	48,761	114,600	114,600	48,761
003	Recreation	834	0	0	834
004	B&Z	15,164	241,100	241,100	15,164
005	Sidewalks	4,686	0	0	4,686
006	Fire Victims	1,347	0	0	1,347
101	PD Impact*	60,820	1,000	1,000	60,820
102	FD Impact*	42,114	1,000	1,000	42,114
103	RD Impact*	85,810	1,000	1,000	85,810
104	Park Impact*	40,953	2,000	2,000	40,953
110	LETF*	60,223	0	38,500	21,723
115	Explorers*	1,063	1,400	1,400	1,063
130	CRA*	3,498,200	2,213,800	5,712,000	0
139	CRA Capital Projects*	3,785,000	2,400	3,787,400	0
140	CDBG	0	79,000	79,000	0
150	LLEBG	0	0	0	0
301	Capital Projects*	131,004	1,909,600	1,909,600	131,004
400	WTR/SWR	1,417,691	6,071,400	6,533,800	955,291
407	WTR/SWR R&R	0	590,900	590,900	0
460	Stormwater	1,939,105	962,500	1,678,300	1,223,305
480	WTR/SWR Cap Proj	841,149	1,054,900	1,533,100	362,949
481	Wtr Impact*	611,964	4,600	254,600	361,964
482	Swr Impact*	1,251,011	5,200	386,200	870,011
487	Cap Proj Bond	216,647	0	213,200	3,447
488	Cap Proj Bond	0	0	0	0
495	Solid Waste	2,763,490	2,357,000	2,060,000	3,060,490
		20,639,529	23,940,900	34,576,700	10,003,729

* Restricted Use Funds

BUDGET FY 2016-17

REVENUES

GENERAL FUND					FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
AD VALOREM TAXES									
001	0000	311	1000	CURRENT AD-VALOREM TAXES	2,472,652	2,478,931	2,578,100	2,578,100	2,578,100
	0000		2000	DELINQUENT AD-VALOREM TA	15,556	15,607	4,000	4,000	4,000
					2,488,208	2,494,538	2,582,100	2,582,100	2,582,100
SALES AND USE TAXES									
001	0000	312	4100	1ST LOCAL OPTION FUEL TAX	157,483	164,188	165,600	165,600	169,000
	0000		5100	FIRE INS/FIRE PENSION	62,761	42,128	62,500	62,500	55,100
	0000		5200	INS TAX/POLICE PENSION	95,509	102,019	59,900	59,900	102,000
					315,753	308,335	288,000	288,000	326,100
UTILITY SERVICE TAXES									
001	0000	314	1000	ELECTRICITY	985,536	1,018,529	834,000	834,000	934,000
	0000		3000	WATER UTILITY TAX	254,005	261,693	254,000	254,000	267,000
	0000		4000	NATURAL GAS UTILITY TAX	17,997	22,123	12,300	12,300	16,000
	0000		8000	PROPANE UTILITY TAX	24,041	18,626	20,000	20,000	14,000
					1,281,579	1,320,971	1,120,300	1,120,300	1,231,000
LOCAL COMMUNICATIONS SERVICE TAX									
001	0000	315	1000	TELECOMMUNICATIONS	432,635	412,344	430,000	430,000	370,900
					432,635	412,344	430,000	430,000	370,900
LOCAL BUSINESS TAX									
001	0000	316	0000	LOCAL BUSINESS TAX	188,818	184,139	199,500	199,500	210,000
					188,818	184,139	199,500	199,500	210,000
FRANCHISE FEES									
001	0000	323	1000	ELECTRICITY	763,135	785,848	763,000	763,000	763,000
	0000		4000	GAS	9,022	16,968	11,400	11,400	17,000
	0000		9100	TOWING SERVICE	41,716	41,716	41,700	41,700	16,800
					813,873	844,532	816,100	816,100	796,800
OTHER PERMITS AND FEES									
001	0000	329	1000	OTHER PERMITS AND FEES	7,610	6,325	0	0	8,000
	0000		1030	GOLF CART REGIST-RESIDENT	146	75	0	0	0
	0000		2000	OL FIRE INSPECTION FEES	28,303	25,693	20,000	20,000	13,600
	0000		7010	IN LIEU OF PIER PER PLAN	105,395	0	0	0	0
					141,454	32,093	20,000	20,000	21,600
FEDERAL SHARED REVENUES									
001	0000	331	2600	BULLETPROOF VEST GRANT	0	3,051	1,000	4,100	0
					0	3,051	1,000	4,100	0
STATE GRANTS									
001	0000	334	7500	STATE GRANT	0	4,421	715,300	715,300	681,000
	0000		7510	FDACS GRANT	0	58,413	0	0	0
	0000		7520	FRDAP GRANT	0	0	50,000	50,000	0
	0000		7530	FIND GRANT	0	0	0	3,700	0
					0	62,834	765,300	769,000	681,000

BUDGET FY 2016-17

REVENUES

STATE SHARED REVENUES

001 0000 335 1200	STATE REVENUE SHARING	372,516	393,651	383,700	383,700	383,700
0000 1400	MOBILE HOME LICENSES	13,549	15,531	15,000	15,000	14,500
0000 1500	ALCOHOL BEVERAGE TAX	7,151	7,689	7,300	7,300	7,700
0000 1800	LOCAL GOVT 1/2 CENT TAX	565,457	602,221	612,000	612,000	620,000
0000 2100	FIREFIGHTER SUPPL. COMP.	2,760	16,493	3,600	3,600	4,400
		961,433	1,035,585	1,021,600	1,021,600	1,030,300

LOCAL SHARED REVENUES

001 0000 337 1000	GENERAL GOV GRANT	0	750	0	0	0
0000 2010	REMOVAL-DERELICT VEHICLES	0	0	0	1,200	0
0000 7000	C/R- PORT AUTHORITY GRANT	0	175,000	0	0	0
		0	175,750	0	1,200	0

LOCAL SHARED REVENUES

001 0000 338 2000	CITY SHARE/COUNTY BUS TAX	12,134	11,183	8,000	8,000	8,800
		12,134	11,183	8,000	8,000	8,800

CHARGES FOR SERVICES

001 0000 342 1010	COPIES/POLICE RPTS/OTHER	716	1,317	1,000	1,000	2,000
0000 1020	FINGERPRINTS/FALSE ALARMS	178	265	200	200	200
0000 2020	FIRE PLAN REVIEW FEES	900	840	1,000	1,000	1,000
		1,794	2,422	2,200	2,200	3,200

CHARGES FOR SERVICES

001 0000 344 9010	MEDIAN MAINTENANCE-DOT	31,834	31,834	31,800	31,800	31,800
0000 9012	TRAFFIC SIGNAL MAINT-DOT	12,896	13,280	13,700	13,700	36,000
0000 9015	HWY LIGHTING MAINT - DOT	45,018	46,369	47,800	47,800	34,800
		89,748	91,483	93,300	93,300	102,600

CHARGES FOR SERVICES

001 0000 347 2100	PROGRAM ACTIVITY FEES	3,478	4,832	4,500	4,500	7,300
0000 4050	REGISTRATION FEES	0	1,145	1,200	1,200	3,000
0000 4300	PROMOTIONAL ACTIVITY	729	1,073	800	800	900
0000 5300	SICA HALL REVENUES	6,990	8,513	7,200	7,200	8,000
		11,197	15,563	13,700	13,700	19,200

CHARGES FOR SERVICES

001 0000 349 2010	COMP PLAN AMENDMENTS	4,000	0	0	0	2,000
0000 2020	REZONING	6,400	1,200	1,000	1,000	1,000
0000 2050	SUBDIVISION	700	0	500	500	500
0000 2071	RESIDENTIAL VARIANCE	350	1,050	500	500	500
0000 2072	NON-RESIDENTIAL VARIANCE	0	0	0	0	500
0000 2080	ZONING VERIFICATION LETTR	150	125	100	100	200
0000 2100	PASS-THRU LEG.ADS,ADV,LEG	5,900	7,000	3,600	3,600	3,600
0000 4000	CERTIFICATN/COPIES/RESRCH	7,437	5,388	7,000	7,000	7,000
0000 5030	SITE PLAN REVIEW	1,200	4,300	2,000	2,000	2,000
0000 5040	SPECIAL EXCEPTION	1,000	1,000	2,000	2,000	1,000
0000 5060	STREET VACATIONS	325	0	0	0	0
		27,462	20,063	16,700	16,700	18,300

BUDGET FY 2016-17

REVENUES

JUDGMENTS, FINES & FORFEITURES

001 0000 351 2000	CIRCUIT COURT-CRIMINAL	4,316	4,250	3,300	3,300	3,100
0000	2030 POLICE EDUCATION	158	130	100	100	100
0000	5000 TRAFFIC COURT	48,803	18,622	11,000	11,000	13,500
0000	5030 POLICE EDUCATION	3,349	1,710	2,500	2,500	1,900
0000	9000 OTHER	67	24	0	0	0
		56,693	24,736	16,900	16,900	18,600

JUDGMENTS, FINES & FORFEITURES

001 0000 354 0000	LOCAL ORDINANCE VIOLATION	19,744	9,859	20,000	20,000	20,000
		19,744	9,859	20,000	20,000	20,000

INTEREST EARNINGS

001 0000 361 1000	INVESTMENTS	2,394	4,715	2,000	2,000	4,000
0000	1500 STI - SUNTRUST INVESTMENT	64	86	100	100	200
		2,458	4,801	2,100	2,100	4,200

SALES & COMPENSATION/DISP OF FIXED ASSETS

001 0000 364 4100	SURPLUS SALES/EQUIP ETC	13,705	16,517	0	0	0
		13,705	16,517	0	0	0

OTHER MISCELLANEOUS REVENUES

001 0000 365 1000	SURPLUS MATLS/SCRAP SALES	1,119	71	0	0	0
		1,119	71	0	0	0

CONTRIBUTIONS

001 0000 366 9000	CONTRIB/GRANTS/DONATIONS	0	250	0	0	0
0000	9040 FMIT SAFETY GRANT	4,249	3,000	6,000	6,000	0
0000	9050 SPONSORSHIPS	0	3,500	3,500	3,500	1,500
		4,249	6,750	9,500	9,500	1,500

OTHER MISCELLANEOUS REVENUES

001 0000 367 0000	LICENSES	50	0	0	0	0
		50	0	0	0	0

OTHER MISCELLANEOUS REVENUES

001 0000 369 2010	COLLECTIONS ADMIN FEE	10,541	7,875	10,000	10,000	10,000
0000	2020 COLLECTION AGENCY FEES	21,136	13,965	20,000	20,000	20,000
0000	3030 INSURANCE	5,970	4,574	0	0	0
0000	8010 SUNTRUST P-CARD REBATES	28,014	27,915	30,000	30,000	28,000
0000	9000 MISC REVENUES	16,893	10,857	20,000	20,000	7,500
		82,554	65,186	80,000	80,000	65,500

APPROPRIATIONS

001 0000 380 1000	APPROPRIATED FUND BAL	0	0	761,100	831,800	1,110,500
		0	0	761,100	831,800	1,110,500

TRANSFERS FROM ENTERPRISE OPERATIONS

001 0000 381 1000	TRANSFER FRM W&S FUND	531,800	531,800	588,100	588,100	588,100
0000	7000 TRANSFER FRM SOLID WASTE	50,000	50,000	140,700	140,700	140,700
0000	7500 TRANSFER FRM STORMWATER	50,000	50,000	87,000	87,000	87,000
0000	8000 TRANS FRM HOLLY HILL PAL	0	3,202	0	0	0
		631,800	635,002	815,800	815,800	815,800

BUDGET FY 2016-17

REVENUES

GENERAL FUND	7,578,460	7,777,808	9,083,200	9,161,900	9,438,000
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BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CITY COMMISSION						
1 Personnel	001 1101					
511	1100 EXECUTIVE SALARIES	44,169	44,169	44,000	44,000	44,000
511	2100 FICA/MEDICARE TAXES	2,713	2,613	3,400	3,400	3,400
511	2300 LIFE & HEALTH INSURANCE	13,268	14,860	16,400	16,400	40,500
511	2400 WORKERS COMP INSURANCE	81	89	100	100	100
	Subtotal	60,231	61,731	63,900	63,900	88,000
2 Operating	001 1101					
511	3400 CONTRACTUAL SERVICES	1,200	0	0	0	0
511	4001 REGULAR TRAVEL	1,670	2,789	2,000	2,000	2,000
511	4200 POSTAGE, FRT, EXPRESS	2	7	100	100	100
511	4700 PRINTING & BINDING	49	677	300	300	500
511	4910 OTHER SPECIAL COSTS	0	0	0	0	61,400
511	5100 OFFICE SUPPLIES	0	301	0	0	0
511	5205 MEETING EXPENSE	400	403	0	0	500
511	5219 UNIFORM EXPENSE	52	0	0	0	0
511	5220 CLOTHING & EQUIPMENT	0	104	0	0	400
511	5400 BOOKS/PUBL/SUBSCR/MEMBERS	6,627	3,702	2,500	2,500	3,200
511	5501 TRAINING & EDUCATION COST	1,433	2,411	5,000	5,000	5,000
	Subtotal	11,433	10,394	9,900	9,900	73,100
CITY COMMISSION	Total	71,664	72,125	73,800	73,800	161,100

BUDGET FY 2016-17

EXPENSES (Detail)

001 1101 511 1100	EXECUTIVE SALARIES	44,000
EXECUTIVE SALARIES		44,000
A MAYOR		
B COMMISSIONERS (4)		
001 1101 511 2100	FICA/MEDICARE TAXES	3,400
FICA AND MEDICARE		3,400
001 1101 511 2300	LIFE & HEALTH INSURANCE	40,500
MEDICAL AND LIFE INSURANCE		40,500
001 1101 511 2400	WORKERS COMP INSURANCE	100
WORKERS COMPENSATION INSURANCE		100
001 1101 511 4001	REGULAR TRAVEL	2,000
FLORIDA LEAGUE OF CITIES CONFERENCE INCL MILEAGE		2,000
001 1101 511 4200	POSTAGE, FRT, EXPRESS	100
POSTAGE		100
001 1101 511 4700	PRINTING & BINDING	500
BUSINESS CARDS, NAME TAGS, ETC		500
001 1101 511 4910	OTHER SPECIAL COSTS	61,400
HOMELESS SHELTER COSTS (CITY PORTION 7.67%)		61,400
001 1101 511 5205	MEETING EXPENSE	500
MEETING EXPENSES		500
001 1101 511 5220	CLOTHING & EQUIPMENT	400
COMMISSION MEMBER SHIRTS		400
001 1101 511 5400	BOOKS/PUBL/SUBSCR/MEMBERS	3,200
FLORIDA LEAGUE OF CITIES MEMBERSHIP \$1298		1,300
RIVER TO SEA TPO MEMBERSHIP AGREEMENT- OCT \$1163		1,200
FLORIDA LEAGUE OF MAYORS		400
VCARD		300
001 1101 511 5501	TRAINING & EDUCATION COST	5,000
FLORIDA LEAGUE OF CITIES CONFERENCE REGISTRATIONS		4,000
VOLUSIA LEAGUE OF CITIES DINNERS (6/YR X 5)		1,000
TOTAL FOR DEPT: 1101		161,100

BUDGET FY 2016-17

GENERAL FUND

EXPENSES

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CITY MANAGER						
1 Personnel	001 1201					
512	1100 EXECUTIVE SALARIES	101,822	120,799	144,400	144,400	147,900
512	1200 REGULAR SALARIES & WAGE	49,006	49,662	50,500	50,500	51,800
512	2100 FICA TAXES	10,903	14,448	15,100	15,100	15,400
512	2200 RETIREMENT CONTRIBUTION	21,302	28,202	33,400	33,400	34,800
512	2300 LIFE & HEALTH INSURANCE	11,190	14,064	17,100	17,100	17,100
512	2400 WORKERS COMP INSURANCE	242	366	400	400	400
512	2500 UNEMPLOYMENT COMP	1,449	1,081	300	300	0
	Subtotal	195,914	228,622	261,200	261,200	267,400
2 Operating	001 1201					
512	3101 PROFESSIONAL SERVICES	3,980	0	0	0	0
514	3101 PROFESSIONAL SERVICES	95,801	92,167	110,000	110,000	110,000
515	3101 PROFESSIONAL SERVICES	58,538	65,233	55,000	55,000	71,200
512	3150 LEGAL/OFFICIAL ADVERTISNG	19,658	18,753	12,000	12,000	12,000
512	3400 OTHER SERVICES	17,024	15,840	21,500	21,500	19,000
512	4001 REGULAR TRAVEL	1,089	861	2,800	2,800	2,800
512	4100 COMMUNICATION SERVICES	1,343	603	600	600	600
512	4200 POSTAGE, FRT, EXPRESS	6,163	3,587	500	500	500
512	4400 RENTALS & LEASES	1,084	1,183	1,400	1,400	1,400
512	4611 MAINTENANCE CONTRACTS	3,482	1,210	1,400	1,400	1,400
512	4650 VEHICLE REPAIRS	375	75	0	0	0
512	4700 PRINTING & BINDING	12,754	3,601	2,600	2,600	2,600
512	4810 PROMO ACT.-SPECIAL EVENTS	0	2,893	3,000	3,000	3,000
512	4901 MISC EXPENSE	3,058	2,093	3,600	3,600	3,600
512	4910 OTHER SPECIAL COSTS	747	0	0	0	0
512	4960 ELECTION EXPENSE	0	626	12,000	12,000	5,000
512	5100 OFFICE SUPPLIES	5,345	2,808	3,000	3,000	3,000
512	5201 OPERATING SUPPLIES	80	0	0	0	0
512	5205 MEETING EXPENSE	1,283	38	500	500	0
512	5219 UNIFORMS	400	200	200	200	200
512	5250 FUEL & OIL SUPPLIES	655	0	0	0	0
512	5400 BOOKS/PUBL/SUBSCR/MEMBERS	1,930	2,313	2,600	2,600	2,000
512	5501 TRAINING & EDUCATION COST	953	2,027	4,200	4,200	3,400
	Subtotal	235,742	216,111	236,900	236,900	241,700

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

			FY13-14	FY 14-15	FY15-16	FY15-16	FY16-17
			Actuals	Actuals	Original	Amended	Budget
4 Debt Svc/	001	1201					
512	8250	PASS-THROUGH CONTRIBUTION	0	1,640	1,700	1,700	1,500
		Subtotal	0	1,640	1,700	1,700	1,500
CITY MANAGER		Total	431,656	446,373	499,800	499,800	510,600

BUDGET FY 2016-17

EXPENSES (Detail)

001 1201 512 1100	EXECUTIVE SALARIES	147,900
EXECUTIVE SALARIES		147,900
A CITY MANAGER		
001 1201 512 1200	REGULAR SALARIES & WAGE	51,800
REGULAR SALARIES		51,800
A CITY CLERK		
001 1201 512 2100	FICA TAXES	15,400
FICA AND MEDICARE		15,400
001 1201 512 2200	RETIREMENT CONTRIBUTION	34,800
RETIREMENT CONTRIBUTIONS		34,800
001 1201 512 2300	LIFE & HEALTH INSURANCE	17,100
MEDICAL AND LIFE INSURANCE		17,100
001 1201 512 2400	WORKERS COMP INSURANCE	400
WORKERS COMPENSATION INSURANCE		400
001 1201 514 3101	PROFESSIONAL SERVICES	110,000
LEGAL		110,000
001 1201 515 3101	PROFESSIONAL SERVICES	71,200
PLANNING		71,200
001 1201 512 3150	LEGAL/OFFICIAL ADVERTISING	12,000
LEGAL/OFFICIAL ADVERTISING		12,000
001 1201 512 3400	OTHER SERVICES	19,000
MUNICODE		11,800
IRON MOUNTAIN (4@\$1800)		7,200
001 1201 512 4001	REGULAR TRAVEL	2,800
FACC GOVT CAREER DEVELOPMENT EXPENSES		800
FLC CONFERENCE MILEAGE + 3 NIGHTS		800
FCCMA EXPENSES		700
ICCM CONFERENCE MEAL ALLOWANCE AND MILEAGE		500
001 1201 512 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE - CITY CLERK		600
001 1201 512 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE & FREIGHT		500
001 1201 512 4400	RENTALS & LEASES	1,400
CM COPIER LEASE @ 50%		1,400
001 1201 512 4611	MAINTENANCE CONTRACTS	1,400
CM COPIER MAINTENANCE FEE PLUS ADD'L COPIES @ 50%		1,400
001 1201 512 4700	PRINTING & BINDING	2,600
STATIONARY, ENVELOPES, BUSINESS CARDS, PLANNER		2,600

BUDGET FY 2016-17

EXPENSES (Detail)

001 1201 512 4810	PROMO ACT.-SPECIAL EVENTS	3,000
JINGLE BELL JOG RACESMITH	950	
JINGLE BELL JOG T-SHIRTS	800	
JINGLE BELL JOG LIGHT RENTAL \$336	350	
JINGLE BELL JOG GLOW-IN-THE-DARK ITEMS, MISC	300	
JINGLE BELL JOG MESSAGE BOARD RENTAL	300	
JINGLE BELL JOG TROPHYS	200	
JINGLE BELL JOG KIWANIS EXPENSES	100	
001 1201 512 4901	MISC EXPENSE	3,600
CHRISTMAS PARTY	3,000	
CONDOLENCES	600	
001 1201 512 4960	ELECTION EXPENSE	5,000
ELECTION EXPENSES	5,000	
001 1201 512 5100	OFFICE SUPPLIES	3,000
OFFICE SUPPLIES	3,000	
001 1201 512 5219	UNIFORMS	200
UNIFORM ALLOWANCE \$200 X 1	200	
001 1201 512 5400	BOOKS/PUBL/SUBSCR/MEMBERS	2,000
ICMA DUES (JAN-DEC)	1,200	
FLORIDA CITY&COUNTY MGMT ASSOC (OCT-SEP) \$405	400	
FLORIDA ASSOCIATION OF CITY CLERKS (JUN-MAY) \$60	100	
FLORIDA NOTARY ASSOCIATION EXP:OCT 2015 \$90	100	
INT'L INSTITUTE OF MUNICIPAL CLERKS (JUL-JUN)_\$125	100	
NEWS-JOURNAL E-PRINT EDITION	100	
001 1201 512 5501	TRAINING & EDUCATION COST	3,400
ICMA CONFERENCE	1,200	
VLC/VCARD DINNERS AND MISC EVENTS	600	
FCCMA SYMPOSIUM; FCCMA WINTER INST; DISTRICT CLASS	500	
FCCMA REGISTRATION	400	
FLC CONFERENCE REGISTRATION	400	
FACC GOV CAREER DEVELOPMENT REGISTRATION	300	
001 1201 512 8250	PASS-THROUGH CONTRIBUTION	1,500
JINGLE BELL JOG PROCEEDS DONATION TO 2ND HARVEST	1,500	
TOTAL FOR DEPT: 1201		510,600

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ACCOUNTING						
1 Personnel	001 1301					
513	1100 EXECUTIVE SALARIES	95,640	100,028	104,900	104,900	107,500
513	1200 REGULAR SALARIES & WAGE	175,350	183,313	181,600	181,600	245,900
513	1400 OVERTIME	0	0	200	200	200
513	2100 FICA/MEDICARE TAXES	19,234	19,830	22,100	22,100	26,800
513	2200 RETIREMENT CONTRIBUTION	21,484	22,896	23,400	23,400	28,800
513	2300 LIFE & HEALTH INSURANCE	33,233	37,525	41,600	41,600	50,000
513	2400 WORKERS COMP INSURANCE	406	543	500	500	600
513	2500 UNEMPLOYMENT COMP	2,584	1,907	500	500	0
	Subtotal	347,931	366,042	374,800	374,800	459,800
2 Operating	001 1301					
513	3200 ACCOUNTING & AUDITING	56,590	54,119	62,000	62,000	61,700
513	3400 OTHER SERVICES	12,191	13,224	17,700	17,700	19,700
513	4001 REGULAR TRAVEL	655	2,000	3,100	3,100	4,700
513	4100 COMMUNICATION SERVICES	735	695	600	600	600
513	4200 POSTAGE, FRT, EXPRESS	36,214	36,141	40,000	40,000	40,000
513	4400 RENTALS & LEASES	5,161	6,627	8,400	8,400	8,400
513	4601 REPAIRS & MAINTENANCE	0	85	400	400	400
513	4611 MAINTENANCE CONTRACTS	1,780	1,912	3,000	3,000	3,000
513	4700 PRINTING & BINDING	9,734	9,735	10,500	10,500	10,900
513	4901 MISC EXPENSE	0	0	500	500	500
513	4959 BAD DEBT EXPENSE	19,323	19,468	20,000	20,000	20,000
513	5100 OFFICE SUPPLIES	3,375	5,896	6,300	6,300	6,300
513	5201 OPERATING SUPPLIES	0	78	100	100	100
513	5205 MEETING EXPENSE	0	0	200	200	200
513	5219 UNIFORM EXPENSE	1,500	1,000	1,000	1,000	1,000
513	5220 CLOTHING & EQUIP	1,266	435	1,000	1,000	1,000
513	5400 BOOKS/PUBL/SUBSCR/MEMBERS	871	498	1,400	1,400	1,500
513	5501 TRAINING & EDUCATION COST	620	565	1,500	1,500	2,300
	Subtotal	150,015	152,478	177,700	177,700	182,300
3 Capital	001 1301					
513	6400 MACHINERY & EQUIPMENT	1,450	0	0	0	0
	Subtotal	1,450	0	0	0	0
ACCOUNTING	Total	499,396	518,520	552,500	552,500	642,100

BUDGET FY 2016-17

EXPENSES (Detail)

001 1301 513 1100	EXECUTIVE SALARIES	107,500
EXECUTIVE SALARIES		107,500
A FINANCE DIRECTOR/ASSISTANT CITY MANAGER		
001 1301 513 1200	REGULAR SALARIES & WAGE	245,900
REGULAR SALARIES		245,900
A ASSISTANT FINANCE DIRECTOR		
B ACCOUNTANT		
C ACCOUNT CLERK III		
D ACCOUNT CLERK II		
E GRANT WRITER		
001 1301 513 1400	OVERTIME	200
OVERTIME		200
001 1301 513 2100	FICA/MEDICARE TAXES	26,800
FICA AND MEDICARE		26,800
001 1301 513 2200	RETIREMENT CONTRIBUTION	28,800
RETIREMENT CONTRIBUTIONS		28,800
001 1301 513 2300	LIFE & HEALTH INSURANCE	50,000
MEDICAL AND LIFE INSURANCE		50,000
001 1301 513 2400	WORKERS COMP INSURANCE	600
WORKERS COMPENSATION INSURANCE		600
001 1301 513 3200	ACCOUNTING & AUDITING	61,700
AUDIT AND ACTUARIAL SERVICES		61,200
GFOA CAFR APPLICATION FEE		500
001 1301 513 3400	OTHER SERVICES	19,700
SUNTRUST MERCHANT CREDIT CARD FEES		13,600
SUNTRUST OTHER BALANCE BASED SERVICE CHARGES		3,100
ACH & WIRE TRANSFER FEES (INCOMING & OUTGOING)		1,800
SUNTRUST ESP(P-CARD) RECEIPT IMAGING FEES(MONTHLY)		700
SUNTRUST ANTI-FRAUD SERVICE FEES		300
MINDGATE SOFTWARE MAINTENACE FEE		200
001 1301 513 4001	REGULAR TRAVEL	4,700
FGFOA SCHOOL OF GOV FINANCE/ANNUAL CONFERENCE (3)		3,900
TRAVEL AND PER DIEM		800
001 1301 513 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE (1)		600
001 1301 513 4200	POSTAGE, FRT, EXPRESS	40,000
UTILITY BILLING BULK MAIL PERMIT (MCCA-\$2500X12)		30,000
FINANCE, CUSTOMER SERVICE, GENERAL ADMIN SVCS		10,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 1301 513 4400	RENTALS & LEASES	8,400
CHCOPIER LEASE (85% FINANCE, 15% CRA ADMIN-LD)	5,400	
CUSTOMER SERVICE COPIER LEASE	2,600	
PO BOX RENTAL	400	
001 1301 513 4601	REPAIRS & MAINTENANCE	400
REPAIRS TO UB & FIN OFFICE BUSINESS MACHINES	400	
001 1301 513 4611	MAINTENANCE CONTRACTS	3,000
RICOH PHILADELPHIA-UB COPIER MAINTENANCE FEE	1,300	
RICOH CORP-CH COPIER MAINTENANCE FEE(85%/CRA 15%)	1,200	
EGP-FIN "PR-CHECKS" & UB PRINTER MAINTENANCE FEE	500	
001 1301 513 4700	PRINTING & BINDING	10,900
UB MCCA UTILITY BILL MAILINGS	8,300	
FINANCE AP CHECKS	700	
UB LETTERS TO GO WITH BILLING (1 TIME)	700	
UB DOOR KNOCKERS	400	
UB LATE NOTICES	400	
FINANCE W-2'S, 1099'S AND ASSOCIATED ENVELOPES	200	
FINANCE AUDIT/CAFR & BUDGET REPORT COVERS	100	
UB AND/OR FINANCE BUSINESS CARDS	100	
001 1301 513 4901	MISC EXPENSE	500
OTHER CURRENT CHARGES AND OBLIGATIONS CONTINGENCY	500	
001 1301 513 4959	BAD DEBT EXPENSE	20,000
ADMIN UB AND MISC REC ALLOWANCE FOR UNCOLLECTIBLE	20,000	
001 1301 513 5100	OFFICE SUPPLIES	6,300
UB & FINANCE OFFICE SUPPLIES/SMALL OFFICE EQUIP	6,300	
001 1301 513 5201	OPERATING SUPPLIES	100
UB OPERATING SUPPLIES	100	
001 1301 513 5205	MEETING EXPENSE	200
MEETING EXPENSE	200	
001 1301 513 5219	UNIFORM EXPENSE	1,000
FINANCE UNIFORM ALLOWANCE \$200X5	1,000	
001 1301 513 5220	CLOTHING & EQUIP	1,000
UB UNIFORM SHIRTS (5 EA.X 5)+TURNOVER CONTINGENCY	1,000	

BUDGET FY 2016-17

EXPENSES (Detail)

001 1301 513 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,500
	PAYROLL MANAGERS LETTER (OCT-SEPT)	500
	FGFOA MEMBERSHIP DUES (JUNE-MAY)	200
	GFOA AND OTHER PUBLICATIONS	200
	GFOA MEMBERSHIP DUES-MEMBERSHIP #300108974	200
	VFFGFOA MEMBERSHIP DUES (JULY-JUNE)	200
	FLORIDA ADMIN WEEKLY(QTRLY RE:PUBLIC DEPOSITORIES)	100
	GFOA GAAFR REVIEW	100
001 1301 513 5501	TRAINING & EDUCATION COST	2,300
	FGFOA SCHOOL OF GOV FINANCE/ANNUAL CONFERENCE (3)	1,300
	HTE TRAINING	500
	GFOA WEBINAR TRAINING (\$85X3)	300
	VFFGFOA QUARTERLY SEMINARS	200
TOTAL FOR DEPT:	1301	642,100

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CUSTOMER SERVICE						
1 Personnel	001 1303					
513	1200 REGULAR SALARIES & WAGE	128,459	125,982	136,700	136,700	135,100
513	1300 OTHER SALARIES & WAGES	1,080	0	0	0	0
513	1400 OVERTIME	61	41	300	300	300
513	2100 FICA/MEDICARE TAXES	9,510	9,290	10,600	10,600	10,500
513	2200 RETIREMENT CONTRIBUTION	9,186	9,257	9,900	9,900	10,200
513	2300 LIFE & HEALTH INSURANCE	32,207	33,021	41,000	41,000	41,000
513	2400 WORKERS COMP INSURANCE	243	366	300	300	300
513	2500 UNEMPLOYMENT COMP	1,244	844	300	300	0
	Subtotal	181,990	178,801	199,100	199,100	197,400
2 Operating	001 1303					
513	5219 UNIFORM EXPENSE	0	500	500	500	500
	Subtotal	0	500	500	500	500
CUSTOMER SERVICE	Total	181,990	179,301	199,600	199,600	197,900

BUDGET FY 2016-17

EXPENSES (Detail)

001 1303 513 1200	REGULAR SALARIES & WAGE	135,100
REGULAR SALARIES		135,100
A CUSTOMER SERVICE SUPERVISOR		
B CUSTOMER SERVICE CLERK IV		
C CUSTOMER SERVICE CLERK III		
D CUSTOMER SERVICE CLERK II		
E CUSTOMER SERVICE CLERK I		
001 1303 513 1400	OVERTIME	300
OVERTIME		300
001 1303 513 2100	FICA/MEDICARE TAXES	10,500
FICA AND MEDICARE		10,500
001 1303 513 2200	RETIREMENT CONTRIBUTION	10,200
RETIREMENT CONTRIBUTIONS		10,200
001 1303 513 2300	LIFE & HEALTH INSURANCE	41,000
MEDICAL AND LIFE INSURANCE		41,000
001 1303 513 2400	WORKERS COMP INSURANCE	300
WORKERS COMPENSATION INSURANCE		300
001 1303 513 5219	UNIFORM EXPENSE	500
UNIFORM EXPENSE		500
TOTAL FOR DEPT: 1303		197,900

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INFORMATION TECHNOLOGY						
1 Personnel	001 1306					
516 1200 REGULAR SALARIES & WAGE		71,325	73,891	75,600	75,600	77,400
516 1300 OTHER SALARIES & WAGES		21,909	20,359	22,400	22,400	23,000
516 2100 FICA/MEDICARE TAXES		7,039	7,192	7,600	7,600	7,800
516 2200 RETIREMENT CONTRIBUTION		6,589	6,836	7,100	7,100	7,500
516 2300 LIFE & HEALTH INSURANCE		6,717	7,576	8,600	8,600	8,600
516 2400 WORKERS COMP INSURANCE		81	288	200	200	200
516 2500 UNEMPLOYMENT COMP		896	639	200	200	0
	Subtotal	114,556	116,781	121,700	121,700	124,500
2 Operating	001 1306					
516 3400 OTHER SERVICES		49,132	52,925	87,600	87,600	100,300
516 4001 REGULAR TRAVEL		1,342	1,334	2,000	2,000	2,300
516 4100 COMMUNICATION SERVICES		43,600	42,001	41,300	41,300	48,800
516 4200 POSTAGE, FRT, EXPRESS		53	10	200	200	200
516 4400 RENTALS & LEASES		15,708	5,496	5,500	5,500	5,500
516 4601 REPAIRS & MAINTENANCE		4,830	976	5,000	5,000	5,000
516 4602 COMPUTERS		287	723	400	400	800
516 4611 MAINTENANCE CONTRACTS		21,730	22,599	700	700	700
516 4700 PRINTING & BINDING		58	12	0	0	0
516 4901 MISC EXPENSE		40	0	0	0	0
516 4910 OTHER SPECIAL COSTS		20	0	0	0	0
516 5100 OFFICE SUPPLIES		373	154	500	500	500
516 5202 COMPUTERS		15,410	17,977	12,000	23,800	12,500
516 5219 UNIFORM EXPENSE		200	200	200	200	200
516 5264 MACH/EQUIP CAPITAL-LIKE		0	0	0	0	10,000
516 5400 BOOKS/PUBL/SUBSCR/MEMBERS		332	200	200	200	200
516 5501 TRAINING & EDUCATION COST		200	250	1,200	1,200	1,200
	Subtotal	153,315	144,857	156,800	168,600	188,200
3 Capital	001 1306					
516 6200 BUILDINGS		0	16,034	0	0	0
516 6400 MACHINERY & EQUIPMENT		76,731	40,601	54,500	42,700	0
	Subtotal	76,731	56,635	54,500	42,700	0
INFORMATION TECHNOLO	Total	344,602	318,273	333,000	333,000	312,700

BUDGET FY 2016-17

EXPENSES (Detail)

001 1306 516 1200	REGULAR SALARIES & WAGE	77,400
REGULAR SALARIES		77,400
A IT MANAGER		
001 1306 516 1300	OTHER SALARIES & WAGES	23,000
OTHER SALARIES		23,000
IT TECHNICIAN P/T		
001 1306 516 2100	FICA/MEDICARE TAXES	7,800
FICA AND MEDICARE		7,800
001 1306 516 2200	RETIREMENT CONTRIBUTION	7,500
RETIREMENT CONTRIBUTIONS		7,500
001 1306 516 2300	LIFE & HEALTH INSURANCE	8,600
MEDICAL AND LIFE INSURANCE		8,600
001 1306 516 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200

BUDGET FY 2016-17

EXPENSES (Detail)

001 1306 516 3400	OTHER SERVICES	100,300
SUNGARD		13,200
SOFTWARE HOUSE INTERNATIONAL (SHI)		13,000
GOOGLE APPS		10,000
CISCO HW/SW SUPPORT		9,500
RMS		8,500
NETAGE		7,500
TOWNCLOUD MAINTENANCE (\$550/MO)		6,600
ACCELA		6,000
IBM		5,000
BLUEALLY-EXAGRID		4,500
OPEN DNS		3,500
AMAZON WEB SERVICES		2,400
KASPERSKY ANTIVIRUS		1,800
DATAWATCH		1,600
ESRI-ARCVIEW		1,300
RUCKUS WIRELESS		1,200
PORTER LEE CORPORATION		1,000
REALVNC		900
PC WEATHER PRODUCTS		800
DISKEEPER		500
GODADDY		400
DLT SOLUTIONS		300
HOSTGATOR - WEB HOSTING		300
EXPERTS EXCHANGE		200
INDIGO ROSE		200
CODEJOCK		100
001 1306 516 4001	REGULAR TRAVEL	2,300
FLGISA CONFERENCE		1,300
TRAVEL & PER DIEM		1,000
001 1306 516 4100	COMMUNICATION SERVICES	48,800
BRIGHT HOUSE NETWORK PHONE & INTERNET		27,600
VERIZON WIRELESS INTERNET ACCESS		18,000
DEPT OF MANAGEMENT SERVICES		1,200
PUBLIC ACCESS WIFI-COMMISSION CHAMBERS		1,100
CELL PHONE ALLOWANCE		900
001 1306 516 4200	POSTAGE, FRT, EXPRESS	200
POSTAGE		200

BUDGET FY 2016-17

EXPENSES (Detail)

001 1306 516 4400	RENTALS & LEASES	5,500
PITNEY BOWES (STATE CONTRACT#600-760-1 \$1,374/QTR)	5,500	
001 1306 516 4601	REPAIRS & MAINTENANCE	5,000
ELECTRONIC SIGN - CITY HALL	2,500	
MISCELLANEOUS REPAIRS	2,500	
001 1306 516 4602	COMPUTERS	800
COMPUTER REPAIRS	800	
001 1306 516 4611	MAINTENANCE CONTRACTS	700
CITY OWNED COPIER CONTRACT	700	
001 1306 516 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES	500	
001 1306 516 5202	COMPUTERS	12,500
MONITORS, MISC COMPUTER SUPPLIES	4,000	
NEW SOFTWARE	3,000	
UPS BATTERIES	3,000	
UPS	2,500	
001 1306 516 5219	UNIFORM EXPENSE	200
UNIFORM ALLOWANCE	200	
001 1306 516 5264	MACH/EQUIP CAPITAL-LIKE	10,000
PC REPLACEMENT	10,000	
001 1306 516 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
BOOKS, SUBSCRIPTIONS,ETC	200	
001 1306 516 5501	TRAINING & EDUCATION COST	1,200
TRAINING AND EDUCATION	1,200	
TOTAL FOR DEPT: 1306		312,700

BUDGET FY 2016-17**EXPENSES****GENERAL FUND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
HUMAN RESOURCES						
1 Personnel	001 1310					
513	1200 REGULAR SALARIES & WAGE	54,195	57,031	62,200	62,200	63,800
513	2100 FICA/MEDICARE TAXES	4,170	4,134	4,900	4,900	5,000
513	2200 RETIREMENT CONTRIBUTION	3,774	4,184	4,500	4,500	4,800
513	2300 LIFE & HEALTH INSURANCE	6,647	7,400	8,400	8,400	8,400
513	2400 WORKERS COMP INSURANCE	81	89	200	200	200
513	2500 UNEMPLOYMENT COMP	522	381	100	100	15,000
	Subtotal	69,389	73,219	80,300	80,300	97,200
2 Operating	001 1310					
513	3101 PROFESSIONAL SERVICES	35,098	36,351	43,600	44,600	44,800
514	3101 PROFESSIONAL SERVICES	4,570	4,747	25,000	25,000	25,000
513	3430 EMPLOY ADS/JOB OPPORTUNIT	0	571	1,500	1,500	1,500
513	4001 REGULAR TRAVEL	0	0	1,100	1,100	1,400
513	4100 COMMUNICATION SERVICES	603	603	600	600	600
513	4200 POSTAGE, FRT, EXPRESS	86	48	500	500	500
513	4400 RENTALS & LEASES	542	641	700	700	700
513	4500 INSURANCE/NON-EMPLOYEE	181,250	204,728	184,400	183,900	184,400
513	4501 INSURANCE CONTINGENCY	2,809	6,109	7,500	8,000	7,500
513	4611 MAINTENANCE CONTRACTS	310	618	400	400	400
513	4901 MISC EXPENSE	150	140	0	0	0
513	4910 OTHER SPECIAL COSTS	0	0	17,000	17,000	17,000
513	4929 OTHER PERSONAL SERVICES	1,801	3,172	4,100	4,100	3,800
513	5100 OFFICE SUPPLIES	24	282	500	500	500
513	5219 UNIFORM EXPENSE	200	200	200	200	200
513	5400 BOOKS/PUBL/SUBSCR/MEMBERS	440	602	1,100	1,100	1,100
513	5501 TRAINING & EDUCATION COST	2,573	0	5,400	4,400	3,000
	Subtotal	230,456	258,812	293,600	293,600	292,400
HUMAN RESOURCES	Total	299,845	332,031	373,900	373,900	389,600

BUDGET FY 2016-17

EXPENSES (Detail)

001 1310 513 1200	REGULAR SALARIES & WAGE	63,800
REGULAR SALARIES		63,800
A HR MANAGER		
001 1310 513 2100	FICA/MEDICARE TAXES	5,000
FICA AND MEDICARE		5,000
001 1310 513 2200	RETIREMENT CONTRIBUTION	4,800
RETIREMENT CONTRIBUTIONS		4,800
001 1310 513 2300	LIFE & HEALTH INSURANCE	8,400
MEDICAL AND LIFE INSURANCE		8,400
001 1310 513 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200
001 1310 513 2500	UNEMPLOYMENT COMP	15,000
UNEMPLOYMENT EXPENSE		15,000
001 1310 513 3101	PROFESSIONAL SERVICES	44,800
BROWN AND BROWN CONSULTING FEE		35,000
FD/PD MEDICAL EXAMS NEW HIRES (9@AVE\$555)		5,000
POLICE & FIRE STRESS TEST (6@\$350)		2,100
PD PSYCH EVALS (5@\$350)		1,800
DRUG/ALCOHOL TESTS (20@\$45)		900
001 1310 514 3101	PROFESSIONAL SERVICES	25,000
EMPLOYMENT AND LEGAL SERVICES		25,000
001 1310 513 3430	EMPLOY ADS/JOB OPPORTUNIT	1,500
EMPLOYMENT ADS/JOB POSTINGS		1,500
001 1310 513 4001	REGULAR TRAVEL	1,400
NPELRA CONFERENCE 3 NIGHTS @ \$200		600
FPELRA CONFERENCE 3 NIGHTS @ \$150		500
MEAL ALLOWANCE AND MILEAGE		200
FPELRA CONFERENCE PER DIEM 2.5 DAYS @ \$40		100
001 1310 513 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE		600
001 1310 513 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE, FREIGHT, ETC.		500
001 1310 513 4400	RENTALS & LEASES	700
CMCOPIER LEASE @25%		700
001 1310 513 4500	INSURANCE/NON-EMPLOYEE	184,400
PROPERTY AND GENERAL LIABILITY & CASUALTY		182,800
FIRE & POLICE LIFE INSURANCE (AD&D) (CHARTIS)		1,600
001 1310 513 4501	INSURANCE CONTINGENCY	7,500
NON-EMPLOYEE INSURANCE CONTINGENCY		7,500

BUDGET FY 2016-17

EXPENSES (Detail)

001 1310 513 4611	MAINTENANCE CONTRACTS	400
CM COPIER MAINTENANCE FEE @25%	400	
001 1310 513 4910	OTHER SPECIAL COSTS	17,000
RESERVES/RETIREEES	17,000	
001 1310 513 4929	OTHER PERSONAL SERVICES	3,800
SERVICE AWARDS	3,500	
EMPLOYEE OF THE YEAR	300	
001 1310 513 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES	500	
001 1310 513 5219	UNIFORM EXPENSE	200
UNIFORM ALLOWANCE	200	
001 1310 513 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,100
FLSA FOR LOCAL GOVERNMENT (HR COMPLIANCE)	500	
IPMA-HR INDIVIDUAL MEMBERSHIP	200	
NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASSOC.	200	
FL PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION	100	
FL PUBLIC HUMAN RESOURCES ASSOCIATION	100	
001 1310 513 5501	TRAINING & EDUCATION COST	3,000
CITYWIDE TRAINING	2,000	
NPELRA CONFERENCE REGISTRATION	600	
FPELRA CONFERENCE REGISTRATION	400	
TOTAL FOR DEPT: 1310		389,600

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT						
1 Personnel	001 2110					
521	1100 EXECUTIVE SALARIES	95,425	77,771	79,400	79,400	81,400
521	1200 REGULAR SALARIES & WAGE	955,992	983,941	1,017,200	1,017,200	916,300
521	1300 OTHER SALARIES & WAGES	2,098	27,580	85,700	85,700	70,000
521	1400 OVERTIME	105,708	71,115	65,900	65,900	58,800
521	1500 INCENTIVE PAY	13,799	11,699	13,200	13,200	13,200
521	2100 FICA TAXES	86,132	86,947	96,000	96,000	86,600
521	2200 RETIREMENT CONTRIBUTION	658,591	555,234	524,800	524,800	467,000
521	2300 LIFE & HEALTH INSURANCE	154,546	179,443	207,100	207,100	198,500
521	2400 WORKERS COMP INSURANCE	23,328	30,593	27,900	27,900	27,400
521	2500 UNEMPLOYMENT COMP	11,226	7,813	1,900	1,900	0
	Subtotal	2,106,845	2,032,136	2,119,100	2,119,100	1,919,200

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
2 Operating	001	2110					
521	3101	PROFESSIONAL SERVICES	26,682	10,545	15,900	15,900	5,700
521	3400	OTHER SERVICES	38,854	4,116	8,500	13,400	8,200
521	3490	HUMANE SOCIETY SERVICES	1,946	28,010	30,000	30,000	0
521	3500	INVESTIGATION COSTS	272	1,339	6,000	6,000	1,500
521	4001	REGULAR TRAVEL	294	2,848	3,000	3,000	3,000
521	4100	COMMUNICATION SERVICES	3,769	4,809	5,700	5,700	5,600
521	4200	POSTAGE, FRT, EXPRESS	1,141	579	700	700	700
521	4400	RENTALS & LEASES	6,317	4,248	2,400	2,400	2,400
521	4601	REPAIRS & MAINTENANCE	1,324	2,215	2,200	2,200	2,900
521	4611	MAINTENANCE CONTRACTS	3,070	9,440	10,400	10,400	10,500
521	4650	VEHICLE REPAIRS	35,905	32,493	33,000	33,000	35,000
521	4659	PORTN OF 4650 REIMB BY EE	-9,305	-10,243	0	0	0
521	4700	PRINTING & BINDING	335	900	1,000	1,000	1,000
521	4901	MISC EXPENSE	1,065	111	200	200	500
521	5100	OFFICE SUPPLIES	2,231	2,604	3,000	3,000	3,000
521	5201	OPERATING SUPPLIES	17,658	3,933	6,600	6,600	7,100
521	5205	MEETING EXPENSE	80	0	100	100	100
521	5219	UNIFORM EXPENSE	12,442	8,201	6,900	6,900	6,800
521	5220	CLOTHING & EQUIP	9,614	11,489	13,000	16,100	21,100
521	5221	PROGRAM EXPENSE	372	280	500	500	500
521	5250	FUEL & OIL SUPPLIES	72,536	71,891	85,000	85,000	85,000
521	5400	BOOKS/PUBL/SUBSCR/MEMBERS	791	560	1,000	1,000	1,300
521	5501	TRAINING & EDUCATION COST	9,159	5,360	9,000	9,000	9,500
521	5520	2ND DOLLAR FUND	1,000	2,835	2,500	2,500	3,300
521	5610	VIP PROGRAM EXPENSE	0	489	500	500	500
		Subtotal	237,552	199,052	247,100	255,100	215,200
3 Capital	001	2110					
521	6400	MACHINERY & EQUIPMENT	27,000	31,052	39,000	39,000	0
		Subtotal	27,000	31,052	39,000	39,000	0
LAW ENFORCEMENT	Total		2,371,397	2,262,240	2,405,200	2,413,200	2,134,400

BUDGET FY 2016-17

EXPENSES (Detail)

001 2110 521 1100	EXECUTIVE SALARIES	81,400
EXECUTIVE SALARIES		81,400
A CHIEF OF POLICE		
001 2110 521 1200	REGULAR SALARIES & WAGE	916,300
REGULAR SALARIES		916,300
A DEPUTY CHIEF OF POLICE		
B LIEUTENANT		
C SHIFTS: ALPHA, BRAVO, CHARLIE, DELTA		
D SERGEANT AND POLICE OFFICERS (2)PER SHIFT		
E CID:		
F SERGEANT AND POLICE OFFICERS (3)		
G TRAFFIC:		
H POLICE OFFICER (1)		
I ADMINISTRATIVE STAFF:		
J ADMINISTRATIVE ASSISTANT (1)		
K EVIDENCE TECHNICIAN (1)		
L STAFF ASSISTANT (1)		
M POLICE SERVICE CLERK (1)		
001 2110 521 1300	OTHER SALARIES & WAGES	70,000
OTHER SALARIES - PART TIME OFFICERS		70,000
001 2110 521 1400	OVERTIME	58,800
OVERTIME		58,800
001 2110 521 1500	INCENTIVE PAY	13,200
INCENTIVE PAY		13,200
001 2110 521 2100	FICA TAXES	86,600
FICA AND MEDICARE		86,600
001 2110 521 2200	RETIREMENT CONTRIBUTION	467,000
RETIREMENT CONTRIBUTIONS		467,000
001 2110 521 2300	LIFE & HEALTH INSURANCE	198,500
MEDICAL AND LIFE INSURANCE		198,500
001 2110 521 2400	WORKERS COMP INSURANCE	27,400
WORKERS COMPENSATION INSURANCE		27,400
001 2110 521 3101	PROFESSIONAL SERVICES	5,700
THOMSON RUETERS (CLEAR-CID)		3,500
SUSTEEN (CELLPHONE FORENSIC)		1,300
ACCURINT (LEXIS NEXIS-CID BACKGROUND CHECK)		600
CHECKMATE (CITY BACKGROUND CHECKS)		300

BUDGET FY 2016-17

EXPENSES (Detail)

001 2110 521 3400	OTHER SERVICES	8,200
POWER DMS (DOC. MANAGMENT)	5,000	
BEAST (EVIDENCE INVENTORY SYSTEM)	1,000	
METH LAB CLEANUP	1,000	
DIRECT TV	700	
EVIDENCE DESTRUCTION	500	
001 2110 521 3500	INVESTIGATION COSTS	1,500
SUBPOENAS	1,000	
CONFIDENTIAL FUNDS	500	
001 2110 521 4001	REGULAR TRAVEL	3,000
REIMBURSEMENT MEALS AND MILEAGE	3,000	
001 2110 521 4100	COMMUNICATION SERVICES	5,600
CELLPHONE ALLOWANCE (8X50 PER MONTH)	4,800	
PATROL SUPERVISOR'S PHONE	800	
001 2110 521 4200	POSTAGE, FRT, EXPRESS	700
POSTAGE	700	
001 2110 521 4400	RENTALS & LEASES	2,400
COPIER	2,400	
001 2110 521 4601	REPAIRS & MAINTENANCE	2,900
COMMUNICATIONS INTERNATIUNAL (RADIO REPAIRS)	1,500	
RADAR CALIBRATION (HAND-HELD)	1,400	
001 2110 521 4611	MAINTENANCE CONTRACTS	10,500
COMMUNICATIONS INTERNATIONAL RADIO MAINTENANCE	7,100	
COPIER MAINTENANCE	2,200	
PRINTER MAINTENANCE	1,200	
001 2110 521 4650	VEHICLE REPAIRS	35,000
VEHICLE REPAIRS, MAINTENANCE,CALIBRATIONS	35,000	
001 2110 521 4700	PRINTING & BINDING	1,000
PRINTING	1,000	
001 2110 521 4901	MISC EXPENSE	500
MISC CHARGES, AWARDS	500	
001 2110 521 5100	OFFICE SUPPLIES	3,000
OFFICE SUPPLIES	3,000	

BUDGET FY 2016-17

EXPENSES (Detail)

001 2110 521 5201	OPERATING SUPPLIES	7,100
AMMO	2,000	
GLOCK FIREARMS (3X400)	1,200	
EVIDENCE SUPPLIES (PACKAGING AND DRUG KITS)	1,000	
MISC OPERATING SUPPLIES	1,000	
TRAINING SUPPLIES	700	
GLOVES	600	
NATIONAL NIGHT OUT	500	
CHRISTMAS PARADE	100	
001 2110 521 5205	MEETING EXPENSE	100
REVIEW BOARD	100	
001 2110 521 5219	UNIFORM EXPENSE	6,800
CLOTHING ALLOWANCE (CID)	4,000	
CLOTHING ALLOWANCE (BOOTS 100X20)	2,000	
CLOTHING ALLOWANCE (CIVILIAN 200X4)	800	
001 2110 521 5220	CLOTHING & EQUIP	21,100
REPLACEMENT UNIFORMS	7,000	
COMPLETE UNIFORMS-NEW HIRES(VEST,BELT,EQPT.X5)	5,000	
REPLACEMENT EQUIPMENT (IN LIEU OF CLOTHING ALLOW)	4,000	
NEW HI-VIS JACKETS	3,000	
REPLACEMENT BULLET PROOF VEST(5X410)	2,100	
001 2110 521 5221	PROGRAM EXPENSE	500
EXPLORER CHARTER AND INSURANCE	500	
001 2110 521 5250	FUEL & OIL SUPPLIES	85,000
FUEL AND OIL	85,000	
001 2110 521 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,300
FBI NATIONAL ACADEMEY ASSOC	300	
VOLUSIA/FLAGLER POLICE CHIEFS ASSOC	300	
FLORIDA CHIEFS ASSOC	200	
INTERNATIONAL ASSOC OF CHIEFS OF POLICE	200	
FLORIDA EMERGENCY PREPAREDNESS ASSOC	100	
INT. ASSOC. FOR PROPERTY AND EVIDENCE	100	
NOTARY	100	
001 2110 521 5501	TRAINING & EDUCATION COST	9,500
PLI	5,000	
MISC. TRAINING CLASSES AND COLLEGE COURSES	3,000	
THI	900	
FBI FLORIDA EXECUTIVE LEADERSHIP	600	

BUDGET FY 2016-17

EXPENSES (Detail)

001 2110 521 5520	2ND DOLLAR FUND	3,300
SEMINARS AND CLASSES APPROVED BY STATE FOR POLICE	1,300	
FBI NAA TRAINING	1,200	
FLORIDA POLICE CHIEF TRAINING	800	
001 2110 521 5610	VIP PROGRAM EXPENSE	500
VIPS PROGRAM EXPENSES (CLOTHING AND EQUIPMENT)	500	
TOTAL FOR DEPT: 2110		2,134,400

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
FIRE CONTROL ADMIN						
1 Personnel	001 2210					
522	1100 EXECUTIVE SALARIES	82,179	84,480	87,000	87,000	89,200
522	1200 REGULAR SALARIES & WAGE	532,402	553,779	615,200	615,200	573,700
522	1400 OVERTIME	74,993	80,505	101,900	101,900	95,100
522	1500 INCENTIVE PAY	3,000	3,870	4,400	4,400	4,400
522	2100 FICA TAXES	50,811	53,259	61,600	61,600	58,100
522	2200 RETIREMENT CONTRIBUTION	225,040	233,837	262,500	262,500	253,400
522	2300 LIFE & HEALTH INSURANCE	86,767	97,155	108,100	108,100	108,000
522	2400 WORKERS COMP INSURANCE	18,394	25,893	22,500	22,500	23,000
522	2500 UNEMPLOYMENT COMP	6,571	4,808	1,200	1,200	0
	Subtotal	1,080,157	1,137,586	1,264,400	1,264,400	1,204,900
2 Operating	001 2210					
522	3101 PROFESSIONAL SERVICES	1,697	1,015	6,400	6,400	6,400
522	3400 OTHER SERVICES	1,365	923	1,500	1,500	500
522	4001 REGULAR TRAVEL	68	20	300	300	300
522	4100 COMMUNICATION SERVICES	1,675	1,215	1,300	1,300	600
522	4200 POSTAGE, FRT, EXPRESS	208	974	400	400	400
522	4400 RENTALS & LEASES	15,433	16,957	17,400	17,400	17,700
522	4601 REPAIRS & MAINTENANCE	7,614	6,042	7,200	7,200	6,900
522	4611 MAINTENANCE CONTRACTS	919	3,125	10,200	10,200	4,800
522	4650 VEHICLE REPAIRS	11,695	9,173	15,000	15,000	15,000
522	4700 PRINTING & BINDING	68	70	1,000	1,000	1,000
522	4901 MISC EXPENSE	294	0	0	0	0
522	5100 OFFICE SUPPLIES	242	146	500	500	500
522	5201 OPERATING SUPPLIES	15,532	16,721	33,500	45,000	28,500
522	5205 MEETING EXPENSE	613	295	300	300	300
522	5206 TRAINING SUPPLIES	0	1,166	2,000	2,000	2,000
522	5219 UNIFORM EXPENSE	9,233	4,715	6,000	6,000	6,500
522	5250 FUEL & OIL SUPPLIES	12,203	10,459	10,000	10,000	10,000
522	5270 EMS SUPPLIES	9,745	9,009	10,000	10,000	10,000
522	5290 FIRE PREVENTION SUPPLIES	907	189	1,000	1,000	1,000
522	5400 BOOKS/PUBL/SUBSCR/MEMBERS	1,788	655	1,200	1,200	1,200
522	5501 TRAINING & EDUCATION COST	7,490	6,275	12,600	12,600	12,200
	Subtotal	98,789	89,144	137,800	149,300	125,800

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14	FY 14-15	FY15-16	FY15-16	FY16-17
		Actuals	Actuals	Original	Amended	Budget
3 Capital	001 2210					
522	6400 MACHINERY & EQUIPMENT	4,658	52,412	36,000	24,500	0
	Subtotal	4,658	52,412	36,000	24,500	0
FIRE CONTROL ADMIN	Total	1,183,604	1,279,142	1,438,200	1,438,200	1,330,700

BUDGET FY 2016-17

EXPENSES (Detail)

001 2210 522 1100	EXECUTIVE SALARIES	89,200
EXECUTIVE SALARIES		89,200
A FIRE CHIEF		
001 2210 522 1200	REGULAR SALARIES & WAGE	573,700
REGULAR SALARIES		573,700
A ADMINISTRATIVE ASSISTANT		
B SHIFT A, B, C:(4 PER SHIFT)		
C LIEUTENANT, DRIVER ENGINEER, PARAMEDIC,		
D AND FIREFIGHTER/EMT		
001 2210 522 1400	OVERTIME	95,100
OVERTIME		95,100
001 2210 522 1500	INCENTIVE PAY	4,400
INCENTIVE PAY		4,400
001 2210 522 2100	FICA TAXES	58,100
FICA AND MEDICARE		58,100
001 2210 522 2200	RETIREMENT CONTRIBUTION	253,400
RETIREMENT CONTRIBUTIONS		253,400
001 2210 522 2300	LIFE & HEALTH INSURANCE	108,000
MEDICAL AND LIFE INSURANCE		108,000
001 2210 522 2400	WORKERS COMP INSURANCE	23,000
WORKERS COMPENSATION		23,000
001 2210 522 3101	PROFESSIONAL SERVICES	6,400
STATE VEHICLE AND BUILDING PERMITS		3,000
EMT / PARAMEDIC LICENSING		1,600
MISC REQUIRED CERTIFICATES		1,000
ADDITIONAL MEDICAL TESTING		800
001 2210 522 3400	OTHER SERVICES	500
BIOHAZARD WASTE DISPOSAL		500
001 2210 522 4001	REGULAR TRAVEL	300
TRAVEL		300
001 2210 522 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE		600
ENGINE COMMUNICATIONS		
001 2210 522 4200	POSTAGE, FRT, EXPRESS	400
POSTAGE AND FREIGHT		400
001 2210 522 4400	RENTALS & LEASES	17,700
HYDRANT RENTAL 392X\$3/MONTH		14,200
COPIER		2,700
MEDICAL OXYGEN		800

BUDGET FY 2016-17

EXPENSES (Detail)

001 2210 522 4601	REPAIRS & MAINTENANCE	6,900
EQUIPMENT MAINT AND REPAIR	4,200	
CITYWIDE FIRE EXTINGUISHER PROGRAM	2,700	
001 2210 522 4611	MAINTENANCE CONTRACTS	4,800
RADIO MAINTENANCE	1,700	
COPIER	1,600	
BREATHING AIR FILL STATION	1,500	
001 2210 522 4650	VEHICLE REPAIRS	15,000
MAINTENANCE AND REPAIRS 2 ENGINES AND CHIEF TRUCK	14,500	
PUMP TESTING	500	
001 2210 522 4700	PRINTING & BINDING	1,000
FORMS, LETTERHEAD, PRINTING	1,000	
001 2210 522 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES ADMIN AND OPERATIONS	500	
001 2210 522 5201	OPERATING SUPPLIES	28,500
MISCELLANEOUS EQUIPMENT	10,000	
STATION OPERATIONS	10,000	
ENGINE EQUIPMENT	5,000	
REPLACEMENT TURNOUT GEAR	3,500	
001 2210 522 5205	MEETING EXPENSE	300
YEARLY FIRE CHIEFS MEETING	300	
001 2210 522 5206	TRAINING SUPPLIES	2,000
TRAINING SUPPLIES	2,000	
001 2210 522 5219	UNIFORM EXPENSE	6,500
STATION UNIFORMS	3,000	
UNIFORM CLEANING	2,000	
BOOT ALLOWANCE	1,500	
001 2210 522 5250	FUEL & OIL SUPPLIES	10,000
FUEL, OIL AND FLUIDS	10,000	
001 2210 522 5270	EMS SUPPLIES	10,000
EMS SUPPLIES	7,000	
MEDICATIONS	3,000	
001 2210 522 5290	FIRE PREVENTION SUPPLIES	1,000
SCHOOL AND NEIGHBORHOOD WATCH SUPPLIES	1,000	

BUDGET FY 2016-17

EXPENSES (Detail)

001 2210 522 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,200
MISC MEMBERSHIPS	400	
FLORIDA FIRE MARSHALLS	200	
NFPA DEPARTMENT	200	
CENTRAL FLORIDA FIRE CHIEFS	100	
FLORIDA FIRE CHIEFS	100	
NOTARY	100	
VOLUSIA COUNTY FIRE CHIEFS	100	
001 2210 522 5501	TRAINING & EDUCATION COST	12,200
EDUCATION REIMBURSEMENT IAFF (AS PER CONTRACT)	7,000	
STATE OF FLORIDA MANDATED TRAINING	2,100	
TARGET SOLUTIONS	1,500	
ACLS/PALS/PEP/PHTLS	1,000	
BLUE CARD RECERTS	600	
TOTAL FOR DEPT: 2210		1,330,700

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
PROTECTIVE INSPECTIONS						
1 Personnel	001 2410					
524	1200 REGULAR SALARIES & WAGE	0	0	0	0	72,500
524	1300 OTHER SALARIES & WAGES	0	0	0	0	10,400
524	1400 OVERTIME	0	0	0	0	800
524	2100 FICA/MEDICARE TAXES	0	0	0	0	6,500
524	2200 RETIREMENT CONTRIBUTION	0	0	0	0	6,200
524	2300 LIFE & HEALTH INSURANCE	0	0	0	0	16,600
524	2400 WORKERS COMP INSURANCE	0	0	0	0	1,200
	Subtotal	0	0	0	0	114,200
2 Operating	001 2410					
524	3101 PROFESSIONAL SERVICES	0	0	0	0	2,000
524	3150 LEGAL/OFFICIAL ADVERTISNG	0	0	0	0	700
524	3400 OTHER SERVICES	0	0	0	0	9,000
524	3490 HUMANE SOCIETY SERVICES	0	0	0	0	30,600
524	4001 REGULAR TRAVEL	0	0	0	0	900
524	4100 COMMUNICATION SERVICES	0	0	0	0	600
524	4200 POSTAGE, FRT, EXPRESS	0	0	0	0	1,000
524	4400 RENTALS & LEASES	0	0	0	0	900
524	4601 REPAIRS & MAINTENANCE	0	0	0	0	100
524	4611 MAINTENANCE CONTRACTS	0	0	0	0	700
524	4650 VEHICLE REPAIRS	0	0	0	0	1,000
524	4700 PRINTING & BINDING	0	0	0	0	500
524	5100 OFFICE SUPPLIES	0	0	0	0	400
524	5201 OPERATING SUPPLIES	0	0	0	0	500
524	5220 CLOTHING & EQUIP	0	0	0	0	700
524	5250 FUEL & OIL SUPPLIES	0	0	0	0	2,000
524	5400 BOOKS/PUBL/SUBSCR/MEMBERS	0	0	0	0	200
524	5501 TRAINING & EDUCATION COST	0	0	0	0	600
	Subtotal	0	0	0	0	52,400
PROTECTIVE INSPECTIONS	Total	0	0	0	0	166,600

BUDGET FY 2016-17 EXPENSES (Detail)

001 2410 524 1200	REGULAR SALARIES & WAGE	72,500
REGULAR SALARIES		72,500
A SENIOR CODE ENFORCMENT OFFICER (1)		
B ANIMAL CONTROL/ CODE ENFORCEMENT OFFICER (1)		
001 2410 524 1300	OTHER SALARIES & WAGES	10,400
OTHER SALARIES - PART-TIME POSITION CLERICAL		10,400
001 2410 524 1400	OVERTIME	800
OVERTIME		800
001 2410 524 2100	FICA/MEDICARE TAXES	6,500
FICA AND MEDICARE		6,500
001 2410 524 2200	RETIREMENT CONTRIBUTION	6,200
RETIREMENT CONTRIBUTIONS		6,200
001 2410 524 2300	LIFE & HEALTH INSURANCE	16,600
MEDICAL AND LIFE INSURANCE		16,600
001 2410 524 2400	WORKERS COMP INSURANCE	1,200
WORKERS COMPENSATION INSURANCE		1,200
001 2410 524 3101	PROFESSIONAL SERVICES	2,000
SPECIAL MAGISTRATE		2,000
001 2410 524 3150	LEGAL/OFFICIAL ADVERTISNG	700
LIEN RECORDING		700
001 2410 524 3400	OTHER SERVICES	9,000
CODE ENFORCEMENT DEMOLITIONS		6,000
CODE ENFORCEMENT LAWN CARE		3,000
001 2410 524 3490	HUMANE SOCIETY SERVICES	30,600
HUMANE SOCIETY		20,600
REDINGER CLINIC (TRAP/NEUTER/RELEASE PROGRAM)		10,000
001 2410 524 4001	REGULAR TRAVEL	900
CONFERENCE ACCOMMODATIONS, TRAVEL & PER-DIEM EXP		900
001 2410 524 4100	COMMUNICATION SERVICES	600
CELL ALLOWANCE - BALLARD		600
001 2410 524 4200	POSTAGE, FRT, EXPRESS	1,000
POSTAGE AND CERTIFIED MAILINGS		1,000
001 2410 524 4400	RENTALS & LEASES	900
BZID COPIER \$218.35/MO+\$114/YR PROP TAX X 30%		900
001 2410 524 4601	REPAIRS & MAINTENANCE	100
RADIO REPAIR & MAINTENANCE		100
001 2410 524 4611	MAINTENANCE CONTRACTS	700
BZID COPIER \$65/MO+AVE \$350/QTR X 30%		700
001 2410 524 4650	VEHICLE REPAIRS	1,000
VEHICLE REPAIR & MAINTENANCE X 2		1,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 2410 524 4700	PRINTING & BINDING	500
	FORMS, DOOR HANGERS, FLYERS, CITATIONS, BUS. CARDS	500
001 2410 524 5100	OFFICE SUPPLIES	400
	OFFICE SUPPLIES	400
001 2410 524 5201	OPERATING SUPPLIES	500
	MISC OPERATING SUPPLIES	500
001 2410 524 5220	CLOTHING & EQUIP	700
	CORNERSTONE BLACK POLOS \$35X5X2	400
	LIGHTWEIGHT TACTICAL TROUSERS/SHORTS \$32X5X2	300
001 2410 524 5250	FUEL & OIL SUPPLIES	2,000
	FUEL & OIL SUPPLIES X 2	2,000
001 2410 524 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
	BOOKS/SUBSCRIPTIONS/MEMBERSHIPS	200
001 2410 524 5501	TRAINING & EDUCATION COST	600
	CONFERENCE REGISTRATION	600
TOTAL FOR DEPT: 2410		166,600

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ROADS & STREETS						
1 Personnel	001 4141					
541 1100 EXECUTIVE SALARIES		16,575	17,181	23,200	23,200	21,200
541 1200 REGULAR SALARIES & WAGE		126,629	129,320	125,200	125,200	128,300
541 1400 OVERTIME		570	947	900	900	1,000
541 2100 FICA/MEDICARE TAXES		10,862	11,389	11,600	11,600	11,600
541 2200 RETIREMENT CONTRIBUTION		10,125	10,606	10,800	10,800	11,300
541 2300 LIFE & HEALTH INSURANCE		18,695	20,586	29,400	29,400	29,400
541 2400 WORKERS COMP INSURANCE		5,340	7,642	8,700	8,700	9,600
541 2500 UNEMPLOYMENT COMP		1,375	989	300	300	0
	Subtotal	190,171	198,660	210,100	210,100	212,400
2 Operating	001 4141					
541 3101 PROFESSIONAL SERVICES		1,677	0	2,000	2,000	2,000
541 4001 REGULAR TRAVEL		0	0	300	300	300
541 4100 COMMUNICATION SERVICES		1,205	820	300	300	300
541 4200 POSTAGE, FRT, EXPRESS		621	23	500	500	500
541 4400 RENTALS & LEASES		978	1,494	3,000	3,000	3,000
541 4601 REPAIRS & MAINTENANCE		8,507	9,003	20,000	360,000	20,000
541 4610 TRAFFIC LIGHT REPAIRS		32,646	28,275	38,100	42,100	62,100
541 4612 STREET LIGHT REPAIRS		338	2,462	5,000	13,700	10,000
541 4910 OTHER SPECIAL COSTS		0	27,692	0	0	0
541 4920 TREE REMOVAL		11,000	3,525	12,000	12,000	12,000
541 5201 OPERATING SUPPLIES		4,177	2,855	5,100	5,100	5,100
541 5204 SMALL TOOLS & EQUIPMENT		1,852	8	1,500	1,500	1,500
541 5210 SIGNS & MATERIALS		3,888	2,305	6,000	6,000	11,000
541 5219 UNIFORM EXPENSE		724	726	1,200	1,200	1,200
541 5264 MACH/EQUIP CAPITAL-LIKE		0	0	0	0	1,800
541 5300 ROAD MATERIAL & SUPPLIES		6,882	13,459	15,000	15,000	15,000
541 5501 TRAINING & EDUCATION COST		0	149	3,000	3,000	3,000
	Subtotal	74,495	92,796	113,000	465,700	148,800
3 Capital	001 4141					
541 6300 INFRASTRUCTURE		0	0	528,700	188,700	0
541 6400 MACHINERY & EQUIPMENT		3,641	20,892	1,700	1,700	0
541 6500 CONSTRUCTION IN PROGRESS		0	1,664	0	0	0
	Subtotal	3,641	22,556	530,400	190,400	0

BUDGET FY 2016-17

EXPENSES (Detail)

001 4141 541 1100	EXECUTIVE SALARIES	21,200
EXECUTIVE SALARIES		21,200
A PUBLIC WORKS DIRECTOR 25%		
001 4141 541 1200	REGULAR SALARIES & WAGE	128,300
REGULAR SALARIES		128,300
A DEPUTY PUBLIC WORKS DIRECTOR 15%		
B ADMINISTRATIVE ASSISTANT 15%		
C STREETS & DRAINAGE SUPERVISOR 50%		
D LEAD EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (2)		
001 4141 541 1400	OVERTIME	1,000
OVERTIME		1,000
001 4141 541 2100	FICA/MEDICARE TAXES	11,600
FICA AND MEDICARE		11,600
001 4141 541 2200	RETIREMENT CONTRIBUTION	11,300
RETIREMENT CONTRIBUTIONS		11,300
001 4141 541 2300	LIFE & HEALTH INSURANCE	29,400
MEDICAL AND LIFE INSURANCE		29,400
001 4141 541 2400	WORKERS COMP INSURANCE	9,600
WORKERS COMPENSATION INSURANCE		9,600
001 4141 541 3101	PROFESSIONAL SERVICES	2,000
MISC. ENGINEERING, SURVEY, DESIGN, ETC.		2,000
001 4141 541 4001	REGULAR TRAVEL	300
MEAL ALLOWANCE; LODGING; MILEAGE		300
001 4141 541 4100	COMMUNICATION SERVICES	300
CELL PHONE ALLOWANCE - 1 @ \$600 X 25%		200
CELL PHONE ALLOWANCE - 1 @ \$600 X 10% (WS 15%=\$90)		100
001 4141 541 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE; FREIGHT; EXPRESS		500
001 4141 541 4400	RENTALS & LEASES	3,000
ASPHALT ROLLER, GRINDER, ETC.		3,000
001 4141 541 4601	REPAIRS & MAINTENANCE	20,000
SIDEWALKS, STREETS, ROW, BRIDGES, MAST ARMS, ETC.		20,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 4141 541 4610	TRAFFIC LIGHT REPAIRS	62,100
VOLUSIA COUNTY MAINTENANCE AGREEMENT (NTE)	32,000	
ANN. FEC LICENSE FEE #271924B CALLE GRANDE STREET	4,300	
FEC XING SIGNAL MAINT #271924B CALLE GRANDE STREET	4,300	
FEC XING SIGNAL MAINT #271925H FLOMICH STREET	4,300	
FEC XING SIGNAL MAINT #271929K 6TH STREET	4,300	
PEDESTRIAN CROSSING AT 3RD STREET	3,500	
PEDESTRIAN CROSSING AT CALLE GRANDE STREET	3,500	
FEC XING SIGNAL MAINT #271926P WALKER STREET	2,200	
FEC XING SIGNAL MAINT #271931L 2ND STREET	1,800	
FEC XING SIGNAL MAINT #273056X 10TH STREET	1,800	
FEC XING SIGNAL MAINT #271928D 8TH STREET	100	
001 4141 541 4612	STREET LIGHT REPAIRS	10,000
NOVA ROAD STREET LIGHT REPAIRS	10,000	
001 4141 541 4920	TREE REMOVAL	12,000
STREET/RIGHT OF WAY TREE REMOVAL	12,000	
001 4141 541 5201	OPERATING SUPPLIES	5,100
CONES, BARRICADES, SAND BAGS, SAFETY GEAR, ETC.	5,100	
001 4141 541 5204	SMALL TOOLS & EQUIPMENT	1,500
CONCRETE FORMS	1,500	
001 4141 541 5210	SIGNS & MATERIALS	11,000
STREET SIGNS AND MATERIALS	6,000	
STREET SIGN ASSEMBLIES	5,000	
001 4141 541 5219	UNIFORM EXPENSE	1,200
UNIFORMS - \$180 EST EXP X 7 EMPLOYEES X 50%	700	
UNIFORM REPAIRS (ESTIMATED)	200	
CLOTHING ALLOWANCE - 1 @ \$100 EA X 10%	100	
CLOTHING ALLOWANCE - 2 @ \$200 EA X 25%	100	
UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 10%	100	
001 4141 541 5264	MACH/EQUIP CAPITAL-LIKE	1,800
24 INCH CHAINSAW	900	
THERMO-PLASTIC HEAT GUN PACKAGE	900	
001 4141 541 5300	ROAD MATERIAL & SUPPLIES	15,000
SHELL, LIMEROCK, SAND, DIRT, CONCRETE, PAINT, ETC.	15,000	
001 4141 541 5501	TRAINING & EDUCATION COST	3,000
MISC TRAINING COURSES (MOT, SAFETY, ETC)	3,000	
TOTAL FOR DEPT: 4141		361,200

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ROADS & STREETS	Total	268,307	314,012	853,500	866,200	361,200
PUBLIC WORKS ADMIN						
2 Operating	001 4150					
519	4001 REGULAR TRAVEL	1,486	103	1,500	1,500	2,200
519	4200 POSTAGE, FRT, EXPRESS	166	69	200	200	200
519	4400 RENTALS & LEASES	1,085	592	700	700	700
519	4601 REPAIRS & MAINTENANCE	0	221	1,000	1,000	1,000
519	4611 MAINTENANCE CONTRACTS	746	2,286	3,600	3,600	3,100
519	4700 PRINTING & BINDING	229	187	300	300	300
519	4910 OTHER SPECIAL COSTS	0	0	0	0	90,000
519	5100 OFFICE SUPPLIES	741	1,194	3,100	3,100	2,500
519	5201 OPERATING SUPPLIES	213	527	1,000	700	1,000
519	5205 MEETING EXPENSE	147	0	0	0	0
519	5400 BOOKS/PUBL/SUBSCR/MEMBERS	503	508	200	500	200
519	5501 TRAINING & EDUCATION COST	764	145	1,500	1,500	1,700
	Subtotal	6,080	5,832	13,100	13,100	102,900
PUBLIC WORKS ADMIN	Total	6,080	5,832	13,100	13,100	102,900

BUDGET FY 2016-17

EXPENSES (Detail)

001 4150 519 4001	REGULAR TRAVEL	2,200
	APWA ANNUAL CONFERENCE - ESTIMATED EXPENSES	700
	PWX ORLANDO	700
	MEAL ALLOWANCE; LODGING; MILEAGE	500
	APWA BOARD MEETINGS (3)	300
001 4150 519 4200	POSTAGE, FRT, EXPRESS	200
	POSTAGE \$0.49; FREIGHT; EXPRESS	200
001 4150 519 4400	RENTALS & LEASES	700
	PW COPIER LEASE @ 25%	700
001 4150 519 4601	REPAIRS & MAINTENANCE	1,000
	RADIO REPAIRS FOR ALL PW RADIOS (ESTIMATED)	1,000
001 4150 519 4611	MAINTENANCE CONTRACTS	3,100
	RADIO SYSTEM MAINTENANCE (ALL PW RADIOS)	2,600
	PW COPIER MAINTENANCE/FEES	500
001 4150 519 4700	PRINTING & BINDING	300
	PRINTING AND BINDING	300
001 4150 519 4910	OTHER SPECIAL COSTS	90,000
	FEC TRACK CLOSING REHAB ANNUAL ESTIMATE	90,000
001 4150 519 5100	OFFICE SUPPLIES	2,500
	PW ADMINISTRATION (INCLUDES DEPARTMENT TIME CARDS)	1,500
	BUILDINGS & GROUNDS	500
	STREETS	500
001 4150 519 5201	OPERATING SUPPLIES	1,000
	SAFETY VESTS, RAIN GEAR, BOOTS, ETC.	1,000
001 4150 519 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
	AMERICAN PUBLIC WORKS ASSOCIATION MEMBERSHIP (1)	200
001 4150 519 5501	TRAINING & EDUCATION COST	1,700
	PWX ORLANDO	800
	MISC TRAINING/SEMINARS: FEMA, LEADERSHIP, ETC.	600
	APWA ANNUAL CONFERENCE REGISTRATION	300
TOTAL FOR DEPT: 4150		102,900

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
PUBLIC WORKS/FLEET						
1 Personnel	001 4160					
519	1200 REGULAR SALARIES & WAGE	106,064	109,079	111,500	111,500	115,500
519	1400 OVERTIME	0	0	600	600	600
519	2100 FICA/MEDICARE TAXES	8,059	8,318	8,800	8,800	9,100
519	2200 RETIREMENT CONTRIBUTION	7,496	7,939	8,100	8,100	8,700
519	2300 LIFE & HEALTH INSURANCE	20,303	22,021	24,800	24,800	24,800
519	2400 WORKERS COMP INSURANCE	2,520	3,644	3,000	3,000	3,400
519	2500 UNEMPLOYMENT COMP	1,016	734	200	200	0
	Subtotal	145,458	151,735	157,000	157,000	162,100
2 Operating	001 4160					
519	3101 PROFESSIONAL SERVICES	25	0	0	0	0
519	4001 REGULAR TRAVEL	24	209	400	400	400
519	4100 COMMUNICATION SERVICES	603	603	600	600	600
519	4200 POSTAGE, FRT, EXPRESS	23	27	500	500	500
519	4400 RENTALS & LEASES	803	650	1,000	1,000	1,400
519	4601 REPAIRS & MAINTENANCE	652	1,902	3,300	3,300	2,500
519	4650 VEHICLE REPAIRS	17,452	17,341	30,900	30,900	7,600
519	5100 OFFICE SUPPLIES	461	516	0	0	600
519	5201 OPERATING SUPPLIES	2,921	4,504	7,300	7,300	5,900
519	5202 COMPUTERS	0	150	1,700	1,700	500
519	5204 SMALL TOOLS & EQUIPMENT	1,310	782	1,200	1,200	1,400
519	5219 UNIFORM EXPENSE	1,369	1,369	1,600	1,600	1,600
519	5250 FUEL & OIL SUPPLIES	24,387	17,088	27,000	27,000	27,000
519	5264 MACH/EQUIP CAPITAL-LIKE	0	0	0	0	1,100
519	5400 BOOKS/PUBL/SUBSCR/MEMBERS	0	0	100	100	200
519	5501 TRAINING & EDUCATION COST	910	629	900	900	1,600
	Subtotal	50,940	45,770	76,500	76,500	52,900
3 Capital	001 4160					
519	6400 MACHINERY & EQUIPMENT	16,413	9,999	35,000	45,000	0
	Subtotal	16,413	9,999	35,000	45,000	0
PUBLIC WORKS/FLEET	Total	212,811	207,504	268,500	278,500	215,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 4160 519 1200	REGULAR SALARIES & WAGE	115,500
REGULAR SALARIES		115,500
A FLEET SUPERVISOR (1)		
B SENIOR MECHANIC (1)		
C SMALL EQUIPMENT MECHANIC (1)		
001 4160 519 1400	OVERTIME	600
OVERTIME		600
001 4160 519 2100	FICA/MEDICARE TAXES	9,100
FICA AND MEDICARE		9,100
001 4160 519 2200	RETIREMENT CONTRIBUTION	8,700
RETIREMENT CONTRIBUTIONS		8,700
001 4160 519 2300	LIFE & HEALTH INSURANCE	24,800
MEDICAL AND LIFE INSURANCE		24,800
001 4160 519 2400	WORKERS COMP INSURANCE	3,400
WORKERS COMPENSATION INSURANCE		3,400
001 4160 519 4001	REGULAR TRAVEL	400
MEAL ALLOWANCE; LODGING; MILEAGE		300
FLAGFA ANNUAL CONFERENCE ESTIMATED EXPENSES		100
001 4160 519 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE - 1 @ \$600		600
001 4160 519 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE; FREIGHT; EXPRESS		500
001 4160 519 4400	RENTALS & LEASES	1,400
CYLINDER TANK RENTALS		900
OTHER MISC.		500
001 4160 519 4601	REPAIRS & MAINTENANCE	2,500
12,000 GAL DIESEL FUEL STORAGE TANK MAINTENANCE		900
OTHER MISC SHOP REPAIRS		600
GARAGE LIFT MAINTENANCE		500
UPGRADE TO SCAN TOOL		500
001 4160 519 4650	VEHICLE REPAIRS	7,600
LARGE BUCKET TRUCK HOSE REPLACEMENT		6,500
BUCKET TRUCK ANNUAL CERTIFICATION (2 @ \$550 EA)		1,100
001 4160 519 5100	OFFICE SUPPLIES	600
PRINTER INK		500
OTHER MISC		100

BUDGET FY 2016-17

EXPENSES (Detail)

001 4160 519 5201	OPERATING SUPPLIES	5,900
	BRAKE CLEANER, CARB CLEANER, DEGREASER	1,700
	ELECTRICAL CONNECTORS, CABLE, WIRE	1,700
	WIPER RAG CLEANING/REPLACEMENT SERVICE	1,300
	BOLTS, NUTS	400
	CAR WASH SOAP	300
	REPLACEMENT AIR HOSES - 4 @ \$50 EA	200
	WASP SPRAY	200
	SAFETY VESTS, RAIN GEAR, ETC.	100
001 4160 519 5202	COMPUTERS	500
	AUTODATA FLEET SOFTWARE UPDATE	500
001 4160 519 5204	SMALL TOOLS & EQUIPMENT	1,400
	OTHER MISC. SHOP TOOLS	800
	BAND SAW	400
	AIR GAUGE (SMALL EQUIPMENT)	100
	NEEDLE PLIER SET (SMALL EQUIPMENT)	100
001 4160 519 5219	UNIFORM EXPENSE	1,600
	UNIFORMS - \$260 EST EXP X 3 EMPLOYEES	800
	TOOL ALLOWANCE - 3 @ \$200	600
	UNIFORM REPAIRS (ESTIMATED)	200
001 4160 519 5250	FUEL & OIL SUPPLIES	27,000
	PW VEHICLES (INCLUDES Z MOWERS & GENERATORS)	27,000
001 4160 519 5264	MACH/EQUIP CAPITAL-LIKE	1,100
	HYDRAULIC PUMP TEST TOOL	600
	BATTERY CHARGER 12V/24V	500
001 4160 519 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
	APWA MEMBERSHIP	100
	FL ASSOC OF GOV FLEET ADMINISTRATORS MEMBERSHIP	100
001 4160 519 5501	TRAINING & EDUCATION COST	1,600
	MISC. TRAINING: ASE, SAFETY, ETC	1,500
	FLAGFA ANNUAL CONFERENCE REGISTRATION	100
TOTAL FOR DEPT: 4160		215,000

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
BLDG & GROUNDS/FACILITIES						
1 Personnel	001 4172					
572	1100 EXECUTIVE SALARIES	16,574	17,181	23,200	23,200	21,200
572	1200 REGULAR SALARIES & WAGE	177,791	193,547	214,000	214,000	197,500
572	1400 OVERTIME	1,002	1,498	1,800	1,800	1,500
572	2100 FICA/MEDICARE TAXES	14,201	16,021	18,600	18,600	17,100
572	2200 RETIREMENT CONTRIBUTION	15,143	16,691	19,600	19,600	17,600
572	2300 LIFE & HEALTH INSURANCE	38,224	44,698	53,300	53,300	53,000
572	2400 WORKERS COMP INSURANCE	2,992	4,275	4,800	4,800	4,700
572	2500 UNEMPLOYMENT COMP	1,858	1,406	400	400	0
	Subtotal	267,785	295,317	335,700	335,700	312,600
2 Operating	001 4172					
572	3101 PROFESSIONAL SERVICES	9,360	370	2,000	2,000	2,000
572	3400 OTHER SERVICES	132,598	115,934	143,400	143,400	113,400
572	4001 REGULAR TRAVEL	0	18	400	400	400
572	4100 COMMUNICATION SERVICES	988	1,006	1,200	1,200	1,200
572	4200 POSTAGE, FRT, EXPRESS	247	209	500	500	500
572	4301 UTILITY SERVICES	256,110	262,069	283,200	283,200	283,200
572	4400 RENTALS & LEASES	1,283	1,320	1,000	1,000	1,000
572	4601 REPAIRS & MAINTENANCE	66,463	30,723	73,600	73,600	116,100
572	4660 SMALL EQ REPAIR & MAINT	9,586	10,014	10,000	10,000	10,000
572	4810 PROMO ACT.-SPECIAL EVENTS	4,814	5,524	6,000	6,000	3,000
572	4920 TREE REMOVAL	270	0	2,000	2,000	2,000
572	5201 OPERATING SUPPLIES	16,785	35,805	35,000	35,000	35,000
572	5202 COMPUTERS	0	375	0	0	0
572	5204 SMALL TOOLS & EQUIPMENT	1,275	1,137	3,700	3,700	3,200
572	5210 SIGNS & MATERIALS	2,668	1,814	2,000	2,000	2,000
572	5219 UNIFORM EXPENSE	1,216	1,323	1,800	1,800	1,800
572	5221 PROGRAM EXPENSE	0	418	0	0	0
572	5250 FUEL & OIL SUPPLIES	0	275	3,700	3,700	3,700
572	5501 TRAINING & EDUCATION COST	0	70	1,500	1,500	1,500
	Subtotal	503,663	468,404	571,000	571,000	580,000

BUDGET FY 2016-17

EXPENSES

GENERAL FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
3 Capital	001 4172					
572	6200 BUILDINGS	3,865	2,430	80,000	79,700	0
572	6300 INFRASTRUCTURE	0	304,568	100,000	145,000	0
572	6400 MACHINERY & EQUIPMENT	1,400	0	37,700	41,000	0
572	6500 CONSTRUCTION IN PROGRESS	224,708	124,011	806,300	806,300	0
	Subtotal	229,973	431,009	1,024,000	1,072,000	0
BLDG & GROUNDS/FACILI	Total	1,001,421	1,194,730	1,930,700	1,978,700	892,600
INTERFUND TRANSFERS						
4 Debt Svc/	001 8110					
581	9104 TRANSFER TO PERMITTING	149,922	174,700	141,400	141,400	111,000
581	9160 TRANSFER TO CAPITAL PRJCT	2	0	0	0	1,909,600
581	9190 TRANSFER TO OTHER FUNDS	0	7,582	0	0	0
	Subtotal	149,924	182,282	141,400	141,400	2,020,600
INTERFUND TRANSFERS	Total	149,924	182,282	141,400	141,400	2,020,600
FUND TOTALS		7,022,697	7,312,365	9,083,200	9,161,900	9,438,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 4172 572 1100	EXECUTIVE SALARIES	21,200
EXECUTIVE SALARIES		21,200
A PUBLIC WORKS DIRECTOR 25%		
001 4172 572 1200	REGULAR SALARIES & WAGE	197,500
REGULAR SALARIES		197,500
A DEPUTY PUBLIC WORKS DIRECTOR 10%		
B ADMINISTRATIVE ASSISTANT 10%		
C FACILITIES SUPERVISOR (1)		
D TRADESWORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
F CUSTODIAN (3)		
001 4172 572 1400	OVERTIME	1,500
OVERTIME		1,500
001 4172 572 2100	FICA/MEDICARE TAXES	17,100
FICA AND MEDICARE		17,100
001 4172 572 2200	RETIREMENT CONTRIBUTION	17,600
RETIREMENT CONTRIBUTIONS		17,600
001 4172 572 2300	LIFE & HEALTH INSURANCE	53,000
MEDICAL AND LIFE INSURANCE		53,000
001 4172 572 2400	WORKERS COMP INSURANCE	4,700
WORKERS COMPENSATION INSURANCE		4,700
001 4172 572 3101	PROFESSIONAL SERVICES	2,000
DESIGN, ENVIRONMENTAL, STRUCTURAL, ETC. ASSISTANCE		1,500
FDOH FOOD HYGIENE FEES (SICA HALL & HOLLYLAND)		300
CITY HALL ELEVATOR OPERATING PERMITS		200
001 4172 572 3400	OTHER SERVICES	113,400
YMCA CONTRACT		45,000
FERTILIZATION & PEST CONTROL (GROUNDS)		35,000
FL DEPT OF CORRECTIONS CONTRACT @ 50%		28,800
PEST CONTROL CONTRACT (BUILDINGS)		3,400
FIRE ALARM MONITORING (B&G CLUB, SICA HALL)		600
SECURITY ALARMS (CITY HALL, PD)		600
001 4172 572 4001	REGULAR TRAVEL	400
MEAL ALLOWANCE; LODGING; MILEAGE		400
001 4172 572 4100	COMMUNICATION SERVICES	1,200
CELL PHONE ALLOWANCE - 1 @ \$600		600
CELL PHONE - CORRECTIONS OFC PER #WS962 @ 50%		300
CELL PHONE ALLOWANCE - 1 @ \$600 X 25%		200
CELL PHONE ALLOWANCE - 1 @ \$600 X 10%		100

BUDGET FY 2016-17

EXPENSES (Detail)

001 4172 572 4200	POSTAGE, FRT, EXPRESS	500
	POSTAGE; FREIGHT; EXPRESS	500
001 4172 572 4301	UTILITY SERVICES	283,200
	FPL & TECO ALL ACCOUNTS	245,000
	WATER ALL ACCOUNTS	33,200
	BOYS & GIRLS CLUB UTILITIES	5,000
001 4172 572 4400	RENTALS & LEASES	1,000
	MISC EQUIPMENT RENTALS	1,000
001 4172 572 4601	REPAIRS & MAINTENANCE	116,100
	BOYS AND GIRLS CLUB CEILING REPAIRS	30,000
	PARK BUILDINGS AND EQUIPMENT	13,000
	A/C MAINTENANCE ON 48 UNITS	12,800
	BOYS AND GIRLS CLUB MISC REPAIRS	10,000
	CITY HALL	8,000
	FIRE DEPARTMENT	8,000
	PW YARD (INCLUDES FLEET SHOP & BLDGS, ADMIN)	8,000
	CITY HALL LIFT & ELEVATOR MAINTENANCE	5,200
	CITY HALL ANNEX	5,000
	POLICE DEPARTMENT	5,000
	REPLACEMENT PROGRAMMABLE DOOR LOCKS FOR RESTROOMS	3,000
	REPAIRS TO LED SIGN AT CITY HALL	2,500
	BOYS AND GIRLS CLUB (EXTERIOR ONLY)	2,000
	SICA HALL	2,000
	CLUBHOUSE	1,000
	FIRE ALARM INSPECTIONS (CH,FD,CHA,SICA)	600
001 4172 572 4660	SMALL EQ REPAIR & MAINT	10,000
	STRING TRIMMERS, EDGERS, POLE SAWS, CHAINSAWS, ETC	10,000
001 4172 572 4810	PROMO ACT.-SPECIAL EVENTS	3,000
	STAGE & TENT RENTAL FOR CHRISTMAS PARADE	1,000
	TROPHIES, BAND UNIFORM CLEANING FEES, OTHER MISC	1,000
	CAR RENTALS FOR COMMISSIONERS FOR CHRISTMAS PARADE	500
	OTHER MISC EVENTS (CITY WIDE CLEAN UPS, ETC)	500
001 4172 572 4920	TREE REMOVAL	2,000
	PARKS/GROUNDS TREE REMOVAL	2,000
001 4172 572 5201	OPERATING SUPPLIES	35,000
	CLEANING SUPPLIES, BUILDING SUPPLIES, TOOLS, ETC.	35,000

BUDGET FY 2016-17

EXPENSES (Detail)

001 4172 572 5204	SMALL TOOLS & EQUIPMENT	3,200
	BACKPACK BLOWERS 2 @ \$550	1,100
	REPLACEMENT TRIMMERS 3 @ \$350	1,100
	REPLACEMENT EDGERS 3 @ \$330	1,000
001 4172 572 5210	SIGNS & MATERIALS	2,000
	PARKS & FACILITIES SIGNAGE	2,000
001 4172 572 5219	UNIFORM EXPENSE	1,800
	UNIFORMS - \$210 EST EXP X 5 EMPLOYEES	1,100
	CLOTHING ALLOWANCE - 1 @ \$200	200
	UNIFORM REPAIRS (ESTIMATED)	200
	CLOTHING ALLOWANCE - 1 @ 100 X 10%	100
	CLOTHING ALLOWANCE - 2 @ \$200 X 25%	100
	UNIFORMS - \$130 EST EXP X 1 EMPLOYEE	100
001 4172 572 5250	FUEL & OIL SUPPLIES	3,700
	FUEL FOR SMALL EQUIPMENT	3,000
	ENGINE OIL FOR SMALL EQUIPMENT	400
	HYDRAULIC OIL FOR SMALL EQUIPMENT	300
001 4172 572 5501	TRAINING & EDUCATION COST	1,500
	MISC TRAINING COURSES/SEMINARS: PEST, LAWN, SAFETY	1,100
	MOT CERTIFICATIONS 1 @ \$400	400
TOTAL FOR DEPT: 4172		892,600

BUDGET FY 2016-17

EXPENSES (Detail)

001 8110 581 9104	TRANSFER TO PERMITTING	111,000
	TRANSFER TO PERMITTING	111,000
001 8110 581 9160	TRANSFER TO CAPITAL PRJCT	1,909,600
	TRANSFER TO CAPITAL PROJECTS	1,909,600
TOTAL FOR DEPT: 8110		2,020,600

BUDGET FY 2016-17

REVENUES

LOCAL OPTION FUEL TAX	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
SALES AND USE TAXES					
002 0000 312 4210 2ND LOCAL OPTION FUEL TAX	117,546	121,694	114,600	114,600	114,500
	117,546	121,694	114,600	114,600	114,500
INTEREST EARNINGS					
002 0000 361 1000 INVESTMENTS	0	0	0	0	100
0000 1500 STI - SUNTRUST INVESTMENT	22	30	0	0	0
	22	30	0	0	100
APPROPRIATIONS					
002 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	160,000	0
	0	0	0	160,000	0
LOCAL OPTION FUEL TAX	117,568	121,724	114,600	274,600	114,600

BUDGET FY 2016-17

EXPENSES

LOCAL OPTION FUEL TAX

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ROADS & STREETS						
2 Operating	002 4141					
541	4601 REPAIRS & MAINTENANCE	0	114,236	0	271,800	0
	Subtotal	0	114,236	0	271,800	0
3 Capital	002 4141					
541	6310 2nd LOCAL OPTION GAS TAX	0	0	114,600	2,800	114,600
541	6500 CONSTRUCTION IN PROGRESS	0	93,884	0	0	0
	Subtotal	0	93,884	114,600	2,800	114,600
ROADS & STREETS	Total	0	208,120	114,600	274,600	114,600
FUND TOTALS		0	208,120	114,600	274,600	114,600

BUDGET FY 2016-17

EXPENSES (Detail)

002 4141 541 6310	2nd LOCAL OPTION GAS TAX	114,600
	SIDEWALK REPAIRS (4TH STREET, ETC)	114,600
TOTAL FOR DEPT:	4141	114,600

BUDGET FY 2016-17

REVENUES

RECREATION RR&R FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
003 0000 361 1000 INVESTMENTS	9	4	0	0	0
	9	4	0	0	0
RECREATION RR&R FUND	9	4	0	0	0

BUDGET FY 2016-17**EXPENSES****RECREATION RR&R FUND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
RECREATION						
2 Operating	003 7220					
572 3400 OTHER SERVICES		9	4	0	0	0
	Subtotal	9	4	0	0	0
3 Capital	003 7220					
572 6200 BUILDINGS		0	15,988	0	0	0
	Subtotal	0	15,988	0	0	0
RECREATION	Total	9	15,992	0	0	0
FUND TOTALS		9	15,992	0	0	0

BUDGET FY 2016-17

REVENUES

PERMITTING			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
BUILDING PERMITS							
004 0000 322 0000	BUILDING PERMITS		882	3,359	1,000	1,000	1,000
0000	1000	BUILDING	50,073	49,359	47,800	47,800	63,000
0000	1100	ELECTRIC	8,291	10,436	47,800	47,800	13,000
0000	1200	PLUMBING	5,344	2,590	5,500	5,500	8,000
0000	1300	MECHANICAL PERMITS	10,455	10,376	8,100	8,100	12,000
			75,045	76,120	110,200	110,200	97,000
OTHER PERMITS AND FEES							
004 0000 329 1000	OTHER PERMITS AND FEES		2,924	2,295	2,600	2,600	3,000
0000	1011	APLIC FEE-RES BLDG PERMIT	14,426	12,240	14,300	14,300	14,000
0000	1012	APLIC FEE-COM BLDG PERMIT	15,560	10,380	13,100	13,100	12,700
0000	1013	APLIC FEE-RES ACCES STRCT	1,020	1,180	1,100	1,100	1,000
0000	2022	SECOND RE-INSPECTION	150	30	0	0	0
0000	2120	O/S-PERMIT PLAN REVIEWS	87	0	0	0	0
0000	3031	CHANGE SUB-CONTRACTOR FE	30	10	0	0	0
0000	3032	PLACARD FEE	2,235	1,856	2,000	2,000	2,000
0000	3033	PLACARD REPLACEMENT FEE	30	20	0	0	0
0000	3034	PERMIT RENEWAL (ACTIVE)	32	30	0	0	0
0000	3036	CLOSEOUT-REACTV PRMT-MIS	32	0	0	0	0
			36,526	28,041	33,100	33,100	32,700
INTEREST EARNINGS							
004 0000 361 1000	INVESTMENTS		8	30	0	0	0
			8	30	0	0	0
OTHER MISCELLANEOUS REVENUES							
004 0000 369 9000	MISC REVENUES		304	296	300	300	400
			304	296	300	300	400
TRANSFERS FROM GENERAL FUND							
004 0000 381 6000	TRANS FRM GEN FUND		149,922	182,282	141,400	141,400	111,000
			149,922	182,282	141,400	141,400	111,000
PERMITTING			261,805	286,769	285,000	285,000	241,100

BUDGET FY 2016-17

EXPENSES

PERMITTING

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
PROTECTIVE INSPECTIONS						
1 Personnel	004 4124					
524	1200 REGULAR SALARIES & WAGE	172,509	155,753	180,800	180,800	148,400
524	1400 OVERTIME	0	639	1,200	1,200	800
524	2100 FICA/MEDICARE TAXES	12,430	11,688	14,100	14,100	11,500
524	2200 RETIREMENT CONTRIBUTION	12,158	11,388	13,100	13,100	11,200
524	2300 LIFE & HEALTH INSURANCE	25,896	26,538	33,200	30,200	24,900
524	2400 WORKERS COMP INSURANCE	2,177	3,390	2,700	2,700	3,000
524	2500 UNEMPLOYMENT COMP	1,652	1,034	300	300	0
	Subtotal	226,822	210,430	245,400	242,400	199,800
2 Operating	004 4124					
524	3101 PROFESSIONAL SERVICES	2,745	28,163	2,000	2,500	2,500
524	3400 OTHER SERVICES	8	3,726	13,800	13,800	14,500
524	4001 REGULAR TRAVEL	747	557	1,500	1,500	1,500
524	4100 COMMUNICATION SERVICES	1,178	378	600	900	600
524	4200 POSTAGE, FRT, EXPRESS	3,156	3,229	3,000	3,600	3,500
524	4400 RENTALS & LEASES	3,587	2,837	2,700	2,700	2,500
524	4611 MAINTENANCE CONTRACTS	14,071	13,980	2,100	2,100	2,000
524	4650 VEHICLE REPAIRS	1,417	1,286	2,000	2,100	3,000
524	4700 PRINTING & BINDING	379	1,042	1,300	1,500	1,500
524	5100 OFFICE SUPPLIES	1,113	1,052	1,000	1,200	1,200
524	5201 OPERATING SUPPLIES	279	0	500	500	500
524	5219 UNIFORMS	600	746	800	1,200	500
524	5220 CLOTHING & EQUIP	574	0	0	0	200
524	5250 FUEL & OIL SUPPLIES	3,119	1,521	4,500	4,500	3,000
524	5400 BOOKS/PUBL/SUBSCR/MEMBERS	792	1,931	700	1,400	800
524	5501 TRAINING & EDUCATION COST	1,179	733	3,100	3,100	3,500
	Subtotal	34,944	61,181	39,600	42,600	41,300
PROTECTIVE INSPECTIONS	Total	261,766	271,611	285,000	285,000	241,100
FUND TOTALS		261,766	271,611	285,000	285,000	241,100

BUDGET FY 2016-17

EXPENSES (Detail)

004 4124 524 1200	REGULAR SALARIES & WAGE	148,400
RETIREMENT SALARIES		148,400
A CHIEF BUILDING OFFICIAL (1)		
B LICENSING/PERMIT/ZONING TECHNICIAN (1)		
C FIRE INSPECTOR/BACKFLOW INSPECTOR (1)		
004 4124 524 1400	OVERTIME	800
OVERTIME		800
004 4124 524 2100	FICA/MEDICARE TAXES	11,500
FICA AND MEDICARE		11,500
004 4124 524 2200	RETIREMENT CONTRIBUTION	11,200
RETIREMENT CONTRIBUTIONS		11,200
004 4124 524 2300	LIFE & HEALTH INSURANCE	24,900
MEDICAL AND LIFE INSURANCE		24,900
004 4124 524 2400	WORKERS COMP INSURANCE	3,000
WORKERS COMPENSATION INSURANCE		3,000
004 4124 524 3101	PROFESSIONAL SERVICES	2,500
QUENTIN L HAMPTON ASSOCIATES INSPECTIONS		1,500
QUENTIN L HAMPTON ASSOCIATES PLAN REVIEW		1,000
004 4124 524 3400	OTHER SERVICES	14,500
SUNGARD ANNUAL MAINTENANCE ALLOCATION		14,500
004 4124 524 4001	REGULAR TRAVEL	1,500
TRAVEL 7 PER DIEM FOR LICENSE CEU'S		1,500
004 4124 524 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE (BUILDING OFFICIAL)		600
004 4124 524 4200	POSTAGE, FRT, EXPRESS	3,500
LOCAL BUSINESS TAX RENEWALS		2,000
BACKFLOW NOTICES		1,500
004 4124 524 4400	RENTALS & LEASES	2,500
COPIER/SCANNER/FAX/PRINTER LEASE		2,500
004 4124 524 4611	MAINTENANCE CONTRACTS	2,000
COPIER/SCANNER/FAX/PRINTER MAINT AGREEMENT(S)		2,000
004 4124 524 4650	VEHICLE REPAIRS	3,000
BUILDING OFFICIALS INSPECTION VEHICLE		2,000
FIRE MARSHALS INSPECTION VEHICLE		1,000

BUDGET FY 2016-17

EXPENSES (Detail)

004 4124 524 4700	PRINTING & BINDING	1,500
BUILDING PERMITS	500	
PRINTER PAPER FOR PERMIT RECEIPTS	500	
BUSINESS TAX RECEIPTS	250	
PERMIT CARD STOCK	150	
INSPECTION REPORT(S)	100	
004 4124 524 5100	OFFICE SUPPLIES	1,200
PAPER,STATIONARY,ENVELOPES,FILES,BINDERS,ETC.	1,200	
004 4124 524 5201	OPERATING SUPPLIES	500
INCIDENTAL SUPP FOR INSPECTIONS(ARC/GROUND TESTER)	500	
004 4124 524 5219	UNIFORMS	500
UNIFORM ALLOWANCE (\$200X2)	400	
UNIFORM ALLOWANCE (\$100X1)	100	
004 4124 524 5220	CLOTHING & EQUIP	200
UNIFORM SHIRTS FOR BUILDING STAFF	200	
004 4124 524 5250	FUEL & OIL SUPPLIES	3,000
FUEL FOR BUILDING OFFICIAL AND FIRE MARSHAL'S VEH	3,000	
004 4124 524 5400	BOOKS/PUBL/SUBSCR/MEMBERS	800
FIRE MARSHAL AND BUILDING OFFICIAL/FFMIA/FFPMA	200	
ICC LICENSE(S) RENEWAL	200	
BUILDING OFFICIAL NATIONAL FLOOD ASSOCIATION	150	
ICC MEMBERSHIP	150	
BUILDING OFFICIALS ASSOCIATION OF FLORIDA	50	
BUILDING OFFICIALS FLORIDA FLOOD PLAIN MANAGERS	50	
004 4124 524 5501	TRAINING & EDUCATION COST	3,500
BUILDING OFFICIAL FLORIDA LICENSE CEU REQUIRMENTS	800	
MISCELLANEOUS CEU TRAINING	800	
BUILDING OFFICIAL FLOOD PLAIN MANAGER CEU'S	700	
FIRE COLLEGE TRNG-BLDG OFFICIAL,FIRE MARSHAL CEU'S	500	
CEU TRAINING FOR PERMIT TECH	400	
BACKFLOW INSPECTION CERTIFICATION FIRE MARSHAL	300	
TOTAL FOR DEPT: 4124		241,100

BUDGET FY 2016-17

REVENUES

SIDEWALK	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CHARGES FOR SERVICES					
005 0000 344 9020 SIDEWALK FEE	2,474	598	500	500	0
	2,474	598	500	500	0
INTEREST EARNINGS					
005 0000 361 1000 INVESTMENTS	2	9	0	0	0
	2	9	0	0	0
SIDEWALK	2,476	607	500	500	0

BUDGET FY 2016-17

EXPENSES

SIDEWALK

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ROADS & STREETS					
2 Operating 005 4141					
541 3400 OTHER SERVICES	2	8	500	500	0
Subtotal	2	8	500	500	0
ROADS & STREETS Total	2	8	500	500	0
FUND TOTALS	2	8	500	500	0

BUDGET FY 2016-17

REVENUES

FIRE VICTIMS FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
006 0000 361 1000 INVESTMENTS	1	3	0	0	0
	1	3	0	0	0
CONTRIBUTIONS					
006 0000 366 9000 CONTRIB/GRANTS/DONATIONS	500	0	0	0	0
	500	0	0	0	0
FIRE VICTIMS FUND	501	3	0	0	0

BUDGET FY 2016-17**EXPENSES****FIRE VICTIMS FUND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
FIRE VICTIMS' ASSISTANCE						
2 Operating	006 2269					
569 3400 OTHER SERVICES		1	3	0	0	0
	Subtotal	1	3	0	0	0
4 Debt Svc/	006 2269					
569 8301 FIRE VICTIMS' ASSISTANCE		100	0	0	0	0
	Subtotal	100	0	0	0	0
FIRE VICTIMS' ASSISTANCE	Total	101	3	0	0	0
FUND TOTALS		101	3	0	0	0

BUDGET FY 2016-17

REVENUES

				FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT IMPACT FEE								
RESIDENTIAL IMPACT FEES								
101	0000	324	1100 RESIDENTIAL-PUBLIC SAFETY	887	665	500	500	500
	0000		1200 COMMERCIAL-PUBLIC SAFETY	0	1,929	500	500	500
				887	2,594	1,000	1,000	1,000
INTEREST EARNINGS								
101	0000	361	1500 STI - SUNTRUST INVESTMENT	6	6	0	0	0
				6	6	0	0	0
LAW ENFORCEMENT IMPACT FEE				893	2,600	1,000	1,000	1,000

BUDGET FY 2016-17

EXPENSES

LAW ENFORCEMENT IMPACT FEE

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
OTHER NONOPERATING						
4 Debt Svc/	101 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
	Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	1,000
FUND TOTALS		0	0	1,000	1,000	1,000

BUDGET FY 2016-17	EXPENSES (Detail)
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101 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2016-17

REVENUES

FIRE IMPACT FEE TRST ACCT					FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
RESIDENTIAL IMPACT FEES									
102	0000	324	1100	RESIDENTIAL-PUBLIC SAFETY	765	765	500	500	500
	0000		1200	COMMERCIAL-PUBLIC SAFETY	0	2,623	500	500	500
					765	3,388	1,000	1,000	1,000
INTEREST EARNINGS									
102	0000	361	1500	STI - SUNTRUST INVESTMENT	4	4	0	0	0
					4	4	0	0	0
FIRE IMPACT FEE TRST ACCT					769	3,392	1,000	1,000	1,000

BUDGET FY 2016-17

EXPENSES

FIRE IMPACT FEE TRST ACCT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
OTHER NONOPERATING						
4 Debt Svc/ 102 9010						
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
	Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	1,000
FUND TOTALS		0	0	1,000	1,000	1,000

BUDGET FY 2016-17

EXPENSES (Detail)

102 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2016-17

REVENUES

ROAD IMPACT FEE TRST ACCT					FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
RESIDENTIAL IMPACT FEES									
103	0000	324	3100	RESIDENTIAL-ROADS/TRANSP	1,263	842	500	500	500
	0000		3200	COMMERCIAL-ROADS/TRANSP	215	8,085	500	500	500
					1,478	8,927	1,000	1,000	1,000
INTEREST EARNINGS									
103	0000	361	1500	STI - SUNTRUST INVESTMENT	8	8	0	0	0
					8	8	0	0	0
OTHER MISCELLANEOUS REVENUES									
103	0000	369	9100	ADMINISTRATIVE FEE (1%)	15	87	0	0	0
					15	87	0	0	0
ROAD IMPACT FEE TRST ACCT					1,501	9,022	1,000	1,000	1,000

BUDGET FY 2016-17

EXPENSES

ROAD IMPACT FEE TRST ACCT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
OTHER NONOPERATING						
4 Debt Svc/	103 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
	Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	1,000
FUND TOTALS		0	0	1,000	1,000	1,000

BUDGET FY 2016-17

EXPENSES (Detail)

103 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2016-17

REVENUES

PARK IMPACT FEE TRST ACCT				FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
RESIDENTIAL IMPACT FEES								
104	0000	324	6100	RESIDENTIAL-PARKS/CULTURAL	2,847	2,135	1,000	1,000
	0000		6200	COMMERCIAL-PARKS/CULTUR	0	0	0	1,000
					2,847	2,135	1,000	2,000
INTEREST EARNINGS								
104	0000	361	1500	STI - SUNTRUST INVESTMENT	5	5	0	0
					5	5	0	0
PARK IMPACT FEE TRST ACCT					2,852	2,140	1,000	2,000

BUDGET FY 2016-17**EXPENSES****PARK IMPACT FEE TRST ACCT**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
BLDG & GROUNDS/FACILITIES						
3 Capital	104 4172					
572 6300 INFRASTRUCTURE		0	0	0	10,000	0
	Subtotal	0	0	0	10,000	0
BLDG & GROUNDS/FACILI	Total	0	0	0	10,000	0
OTHER NONOPERATING						
4 Debt Svc/	104 9010					
590 9901 BUDGET RESVE/CONTINGENCY		0	0	1,000	1,000	2,000
	Subtotal	0	0	1,000	1,000	2,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	2,000
FUND TOTALS		0	0	1,000	11,000	2,000

BUDGET FY 2016-17

EXPENSES (Detail)

104 9010 590 9901	BUDGET RESVE/CONTINGENCY	2,000
	BUDGET RESVE/CONTINGENCY	2,000
TOTAL FOR DEPT:	9010	2,000

BUDGET FY 2016-17

REVENUES

LAW ENFORCEMENT TRUST FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
JUDGMENTS, FINES & FORFEITURES					
110 0000 358 2000 ASSETS SEIZED BY LAW ENF	23,010	42,145	5,000	5,000	0
	23,010	42,145	5,000	5,000	0
INTEREST EARNINGS					
110 0000 361 1000 INVESTMENTS	12	138	0	0	0
	12	138	0	0	0
APPROPRIATIONS					
110 0000 380 1000 APPROPRIATED FUND BAL	0	0	7,000	7,000	38,500
	0	0	7,000	7,000	38,500
LAW ENFORCEMENT TRUST FUND	23,022	42,283	12,000	12,000	38,500

BUDGET FY 2016-17**EXPENSES****LAW ENFORCEMENT TRUST FUND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT OPERATIONS						
2 Operating	110 2120					
521	3400 OTHER SERVICES	12	122	0	0	0
521	4400 RENTALS & LEASES	1,505	358	0	0	0
521	4650 VEHICLE REPAIRS	3,853	0	0	0	0
521	5201 OPERATING SUPPLIES	4,355	0	0	0	0
	Subtotal	9,725	480	0	0	0
3 Capital	110 2120					
521	6400 MACHINERY & EQUIPMENT	0	0	12,000	12,000	38,500
	Subtotal	0	0	12,000	12,000	38,500
LAW ENFORCEMENT OPER	Total	9,725	480	12,000	12,000	38,500
FUND TOTALS		9,725	480	12,000	12,000	38,500

BUDGET FY 2016-17

EXPENSES (Detail)

110	2120	521	6400	MACHINERY & EQUIPMENT	38,500
				TASERS (21X1500)(TASER PLUS ACCESSORIES)	31,500
				REMODEL/UPDATE TRAINING ROOM (TVS,PROJECTOR)	6,000
				FURNITURE FOR SOFT INTERVIEW ROOM	1,000
TOTAL FOR DEPT:				2120	38,500

BUDGET FY 2016-17

REVENUES

H H POLICE EXPLORERS	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CHARGES FOR SERVICES					
115 0000 347 2100 PROGRAM ACTIVITY FEES	0	0	0	0	1,400
	0	0	0	0	1,400
INTEREST EARNINGS					
115 0000 361 1000 INVESTMENTS	0	3	0	0	0
	0	3	0	0	0
CONTRIBUTIONS					
115 0000 366 9010 EXPLORERS/VIP DONATIONS	790	1,467	1,000	1,000	0
	790	1,467	1,000	1,000	0
H H POLICE EXPLORERS	790	1,470	1,000	1,000	1,400

BUDGET FY 2016-17

EXPENSES

H H POLICE EXPLORERS

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT						
2 Operating	115 2110					
521	3400 OTHER SERVICES	0	2	0	0	0
521	5220 CLOTHING & EQUIP	0	0	0	0	400
521	5221 PROGRAM EXPENSE	358	1,557	1,000	1,000	1,000
	Subtotal	358	1,559	1,000	1,000	1,400
LAW ENFORCEMENT	Total	358	1,559	1,000	1,000	1,400
FUND TOTALS		358	1,559	1,000	1,000	1,400

BUDGET FY 2016-17

EXPENSES (Detail)

115	2110	521	5220	CLOTHING & EQUIP	400	
				UNIFORMS (10X40 PER UNIFORM)	400	
115	2110	521	5221	PROGRAM EXPENSE		1,000
				MISC. PROGRAM EXPENSE	1,000	
TOTAL FOR DEPT:		2110				1,400

BUDGET FY 2016-17

REVENUES

COMMUNITY REDEVELOPMENT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
AD VALOREM TAXES					
130 0000 311 1000 CURRENT AD-VALOREM TAXES	823,540	892,998	920,700	920,700	1,027,200
	823,540	892,998	920,700	920,700	1,027,200
STATE SHARED REVENUES					
130 0000 334 4920 FDOT MAST ARM PROJECT	150,000	94,000	0	0	0
	150,000	94,000	0	0	0
LOCAL SHARED REVENUES					
130 0000 338 3000 INTERGOVT SHARE OF TIF	861,217	984,685	1,007,700	1,007,700	1,105,100
	861,217	984,685	1,007,700	1,007,700	1,105,100
CHARGES FOR SERVICES					
130 0000 347 5100 MARKET FACILITY REVENUE	-101	0	0	0	0
0000 5200 FARMER'S MARKET INCOME	714	0	0	0	0
	613	0	0	0	0
INTEREST EARNINGS					
130 0000 361 1000 INVESTMENTS	706	3,094	800	800	4,000
0000 1500 STI - SUNTRUST INVESTMENT	210	206	200	200	1,000
	916	3,300	1,000	1,000	5,000
MARKET LEASE REVENUE					
130 0000 362 4010 MARKET LEASE REVENUE	30,178	72,594	68,800	68,800	76,500
0000 4020 RENT	1,575	0	0	0	0
	31,753	72,594	68,800	68,800	76,500
CONTRIBUTIONS					
130 0000 366 9040 FMIT SAFETY GRANT	167	0	0	0	0
	167	0	0	0	0
OTHER MISCELLANEOUS REVENUES					
130 0000 369 3030 INSURANCE	15,290	7,694	0	0	0
0000 9000 MISC REVENUES	291	456	0	0	0
	15,581	8,150	0	0	0
APPROPRIATIONS					
130 0000 380 1000 APPROPRIATED FUND BAL	0	0	3,123,900	3,123,900	3,498,200
	0	0	3,123,900	3,123,900	3,498,200
COMMUNITY REDEVELOPMENT	1,883,787	2,055,727	5,122,100	5,122,100	5,712,000

BUDGET FY 2016-17**EXPENSES****COMMUNITY REDEVELOPMENT**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
EE GENERAL ADMINISTRATION						
1 Personnel	130 5510					
552	1200 REGULAR SALARIES & WAGE	39,547	41,649	76,200	76,200	93,800
552	1300 OTHER SALARIES & WAGES	270	0	0	0	0
552	1400 OVERTIME	0	0	900	900	700
552	2100 FICA/MEDICARE TAXES	2,507	2,599	6,000	6,000	7,300
552	2200 RETIREMENT CONTRIBUTION	2,814	3,057	5,600	5,600	7,100
552	2300 LIFE & HEALTH INSURANCE	6,090	7,457	16,600	16,600	16,700
552	2400 WORKERS COMP INSURANCE	243	266	200	200	200
552	2500 UNEMPLOYMENT COMP	379	278	200	200	0
	Subtotal	51,850	55,306	105,700	105,700	125,800

BUDGET FY 2016-17**EXPENSES****COMMUNITY REDEVELOPMENT**

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
2 Operating	130	5510					
514	3101	PROFESSIONAL SERVICES	19,872	33,726	20,000	20,000	40,000
552	3101	PROFESSIONAL SERVICES	30,965	3,000	20,000	20,000	30,000
552	3150	LEGAL/OFFICIAL ADVERTISNG	3,302	2,178	1,000	1,000	1,000
552	3400	OTHER SERVICES	42,430	40,381	131,800	131,800	132,500
552	4001	REGULAR TRAVEL	3,676	49	500	500	500
552	4100	COMMUNICATION SERVICES	0	0	100	100	600
552	4200	POSTAGE, FRT, EXPRESS	444	817	2,000	2,000	2,000
552	4301	UTILITY SERVICES	25,930	27,345	15,000	15,000	30,000
552	4400	RENTALS & LEASES	0	1,698	1,500	1,500	800
552	4601	REPAIRS & MAINTENANCE	12,493	6,629	20,200	20,200	20,200
552	4611	MAINTENANCE CONTRACTS	0	726	1,100	1,100	1,000
552	4650	VEHICLE REPAIRS	313	0	0	0	0
552	4700	PRINTING & BINDING	217	0	2,000	2,000	2,000
552	4800	PROMO.ADVERTISING ACTIV.	0	0	2,000	2,000	2,000
552	4810	SPECIAL EVENTS	17,981	5,481	17,500	17,500	13,500
552	4901	MISC EXPENSE/MASTER PLAN	425	450	500	500	200
552	4910	OTHER SPECIAL COSTS	226	0	0	0	0
552	4920	TREE REMOVAL	0	1,200	3,000	3,000	3,000
552	4959	BAD DEBT EXPENSE	4,019	-4,019	0	0	0
552	5100	OFFICE SUPPLIES	272	43	500	500	500
552	5201	OPERATING SUPPLIES	2,407	686	5,000	10,000	10,000
552	5205	MEETING EXPENSE	250	0	0	0	0
552	5210	SIGNS & MATERIALS	0	566	5,000	5,000	5,000
552	5219	UNIFORM EXPENSE	200	200	400	400	200
552	5400	BOOKS/PUBL/SUBSCR/MEMBERS	7,077	6,686	7,000	7,000	7,000
552	5501	TRAINING & EDUCATION COST	488	0	800	800	800
		Subtotal	172,987	127,842	256,900	261,900	302,800
3 Capital	130	5510					
552	6100	LAND	470,315	0	0	0	0
552	6200	BUILDINGS	101,664	0	450,000	445,000	0
552	6300	INFRASTRUCTURE	54,095	273,624	2,884,800	2,884,800	3,973,900
552	6400	MACHINERY & EQUIPMENT	16,296	0	0	0	0
552	6500	CONSTRUCTION IN PROGRESS	7,794	6,000	30,000	30,000	0
		Subtotal	650,164	279,624	3,364,800	3,359,800	3,973,900

BUDGET FY 2016-17

EXPENSES

COMMUNITY REDEVELOPMENT

		FY13-14	FY 14-15	FY15-16	FY15-16	FY16-17
		Actuals	Actuals	Original	Amended	Budget
4 Debt Svc/	130 5510					
552	8201 PROPERTY IMPROVMNT GRANTS	123,784	47,246	100,000	100,000	100,000
	Subtotal	123,784	47,246	100,000	100,000	100,000
EE GENERAL ADMINISTRA	Total	998,785	510,018	3,827,400	3,827,400	4,502,500

BUDGET FY 2016-17

EXPENSES (Detail)

130 5510 552 1200	REGULAR SALARIES & WAGE	93,800
REGULAR SALARIES		93,800
A ECONOMIC DEVELOPMENT DIR/ADMINISTRATOR (1)		
B CRA COORDINATOR (1)		
130 5510 552 1400	OVERTIME	700
OVERTIME		700
130 5510 552 2100	FICA/MEDICARE TAXES	7,300
FICA AND MEDICARE		7,300
130 5510 552 2200	RETIREMENT CONTRIBUTION	7,100
RETIREMENT CONTRIBUTIONS		7,100
130 5510 552 2300	LIFE & HEALTH INSURANCE	16,700
MEDICAL AND LIFE INSURANCE		16,700
130 5510 552 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200
130 5510 514 3101	PROFESSIONAL SERVICES	40,000
AS NECESSARY LEGAL		40,000
130 5510 552 3101	PROFESSIONAL SERVICES	30,000
AS NECESSARY FINANCIAL, ENGINEERING, SURVEYING, ETC		20,000
LANDSCAPE ARCHITECT - US1 LANDSCAPING PROJECT		10,000
130 5510 552 3150	LEGAL/OFFICIAL ADVERTISING	1,000
CRA ANNUAL REPORT LEGAL ADVERTISEMENT		1,000
130 5510 552 3400	OTHER SERVICES	132,500
US1 MEDIAN LANDSCAPING/MAINTENANCE		75,000
1200 CENTER AVE LANDSCAPE MAINTENANCE (ANNUAL)		18,000
RIVERSIDE PARK LANDSCAPE MAINTENANCE (ANNUAL)		13,600
MARKET LANDSCAPE MAINTENANCE (ANNUAL CONTRACT)		11,500
MISC PLANT REPLACEMENTS, IRRIGATIONS REPAIRS, ETC		4,000
FERTILIZATION & PEST CONTROL CONTRACT (GROUNDS)		3,000
140 RIVERSIDE DR LANDSCAPE MAINTENANCE (ANNUAL)		2,100
224 RIVERSIDE DR LANDSCAPE MAINTENANCE (ANNUAL)		2,100
TERMITE BOND		2,000
FIRE ALARM MONITORING (1200 CENTER)		1,100
ANNUAL PEST CONTROL (MARKET)		100
130 5510 552 4001	REGULAR TRAVEL	500
MEAL ALLOWANCE; MILEAGE; LODGING		500
130 5510 552 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE 1 @ \$600		600
130 5510 552 4200	POSTAGE, FRT, EXPRESS	2,000
INCLUDES SPECIAL EVENT MAILINGS		2,000

BUDGET FY 2016-17

EXPENSES (Detail)

130 5510 552 4301	UTILITY SERVICES	30,000
THE MARKET		30,000
130 5510 552 4400	RENTALS & LEASES	800
CM COPIER LEASE		600
MISCELLANEOUS EQUIPMENT RENTALS FOR MAINTENANCE		200
130 5510 552 4601	REPAIRS & MAINTENANCE	20,200
THE MARKET, 1200 CENTER AVENUE, RIVERSIDE PARK		10,000
US1 BUS SHELTERS		10,000
FIRE ALARM INSPECTION (1200 CENTER)		200
130 5510 552 4611	MAINTENANCE CONTRACTS	1,000
CM COPIER MAINTENANCE		1,000
130 5510 552 4700	PRINTING & BINDING	2,000
DOCUMENTS, MAPS, ETC.		2,000
130 5510 552 4800	PROMO.ADVERTISING ACTIV.	2,000
CHAMBER DIRECTORY, REDEVELOPMENT GRANT OPPORTUNITY		2,000
130 5510 552 4810	SPECIAL EVENTS	13,500
OTHER CRA RELATED EVENTS		5,000
TRUNK-OR-TREAT		3,000
EASTER EGG HUNT		2,500
KIDS ON THE HILL		2,500
HOT RODS ON THE HILL		500
130 5510 552 4901	MISC EXPENSE/MASTER PLAN	200
STATE SPECIAL DISTRICT FEE		200
130 5510 552 4920	TREE REMOVAL	3,000
TREE REMOVAL FROM CRA OWNED PROPERTIES		3,000
130 5510 552 5100	OFFICE SUPPLIES	500
PAPER, ENVELOPES, ETC.		500
130 5510 552 5201	OPERATING SUPPLIES	10,000
THE MARKET, 1200 CENTER AVENUE, RIVERSIDE PARK		10,000
130 5510 552 5210	SIGNS & MATERIALS	5,000
CRA DECORATIVE STREET SIGNS		5,000
130 5510 552 5219	UNIFORM EXPENSE	200
CLOTHING ALLOWANCE 1 @ 200		200
130 5510 552 5400	BOOKS/PUBL/SUBSCR/MEMBERS	7,000
TEAM VOLUSIA		6,000
FL REDEVELOPMENT ASSOCIATION MEMBERSHIP		1,000
130 5510 552 5501	TRAINING & EDUCATION COST	800
FLORIDA REDEVELOPMENT CONFERENCE		800

BUDGET FY 2016-17

EXPENSES (Detail)

130 5510 552 6300	INFRASTRUCTURE	3,973,900
	CRA DIST. OVERHEAD TO UNDERGROUND UTIL CARRYOVER	3,068,900
	US1 LANDSCAPING PROJECT (FDOT GRANT REIMBURSED)	500,000
	GATEWAY AND WAYFINDING SIGNAGE	200,000
	US1 LANDSCAPING TREE RELOCATION,IRRIGATION,SOD	100,000
	US1 LANDSCAPING PROJECT CONST ADMIN SERVICES	75,000
	TRAFFIC MAST ARM 6TH OR 8TH STREET - TPO MATCH	30,000
130 5510 552 8201	PROPERTY IMPROVMNT GRANTS	100,000
	PROPERTY IMPROV. REIM. GRANTS/FACADE/DEMO/PAVE	100,000
TOTAL FOR DEPT: 5510		4,502,500

BUDGET FY 2016-17

EXPENSES

COMMUNITY REDEVELOPMENT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
EE PUBLIC SAFETY						
1 Personnel	130 5520					
552 1200 REGULAR SALARIES & WAGE		152,521	163,493	155,400	155,400	170,000
552 1400 OVERTIME		16,496	10,450	11,000	11,000	12,000
552 1500 INCENTIVE PAY		1,460	1,748	1,600	1,600	2,200
552 2100 FICA/MEDICARE TAXES		12,830	13,015	12,900	12,900	14,100
552 2200 RETIREMENT CONTRIBUTION		89,334	82,497	94,900	94,900	70,200
552 2300 LIFE & HEALTH INSURANCE		28,496	29,446	33,100	33,100	33,200
552 2400 WORKERS COMP INSURANCE		6,237	7,316	4,200	4,200	4,900
552 2500 UNEMPLOYMENT COMP		1,656	1,208	300	300	0
Subtotal		309,030	309,173	313,400	313,400	306,600
2 Operating	130 5520					
552 3101 PROFESSIONAL SERVICES		525	0	2,000	2,000	2,000
552 3400 OTHER SERVICES		4,514	0	1,500	1,500	7,500
552 4001 REGULAR TRAVEL		14	0	500	500	500
552 4100 COMMUNICATION SERVICES		898	760	1,200	1,200	1,200
552 4200 POSTAGE, FRT, EXPRESS		51	430	500	500	700
552 4601 REPAIRS & MAINTENANCE		0	77	500	500	500
552 4611 MAINTENANCE CONTRACTS		0	0	0	0	1,000
552 4650 VEHICLE REPAIRS		3,495	6,422	6,700	6,700	8,000
552 4659 PORTN OF 4650 REIMB BY EE		-1,880	-2,830	0	0	0
552 4700 PRINTING & BINDING		0	180	1,000	1,000	1,000
552 5100 OFFICE SUPPLIES		0	299	500	500	500
552 5201 OPERATING SUPPLIES		2,065	4,960	1,800	1,800	2,300
552 5219 UNIFORM EXPENSE		2,693	1,171	4,300	4,300	400
552 5220 CLOTHING & EQUIPMENT		0	0	0	0	2,900
552 5250 FUEL & OIL SUPPLIES		18,527	15,270	20,000	20,000	15,000
552 5501 TRAINING & EDUCATION COST		888	0	1,000	1,000	1,500
Subtotal		31,790	26,739	41,500	41,500	45,000
3 Capital	130 5520					
552 6400 MACHINERY & EQUIPMENT		0	0	0	0	3,000
Subtotal		0	0	0	0	3,000
EE PUBLIC SAFETY	Total	340,820	335,912	354,900	354,900	354,600

BUDGET FY 2016-17

EXPENSES (Detail)

130 5520 552 1200	REGULAR SALARIES & WAGE	170,000
REGULAR SALARIES		170,000
A SERGEANT (1)		
B POLICE OFFICERS (3)		
130 5520 552 1400	OVERTIME	12,000
OVERTIME		12,000
130 5520 552 1500	INCENTIVE PAY	2,200
INCENTIVE PAY		2,200
130 5520 552 2100	FICA/MEDICARE TAXES	14,100
FICA AND MEDICARE		14,100
130 5520 552 2200	RETIREMENT CONTRIBUTION	70,200
RETIREMENT CONTRIBUTIONS		70,200
130 5520 552 2300	LIFE & HEALTH INSURANCE	33,200
MEDICAL AND LIFE INSURANCE		33,200
130 5520 552 2400	WORKERS COMP INSURANCE	4,900
WORKERS COMPENSATION INSURANCE		4,900
130 5520 552 3101	PROFESSIONAL SERVICES	2,000
SPECIAL MASTER (CRA AREA)		2,000
130 5520 552 3400	OTHER SERVICES	7,500
CODE COMPLIANCE (DEMOLITIONS)		6,000
CODE COMPLIANCE (LAWN)		1,500
130 5520 552 4001	REGULAR TRAVEL	500
TRAVEL AND PER DIEM		500
130 5520 552 4100	COMMUNICATION SERVICES	1,200
CELL PHONE (X2 SGT. AND CODE OFFICER)		1,200
130 5520 552 4200	POSTAGE, FRT, EXPRESS	700
POSTAGE		700
130 5520 552 4601	REPAIRS & MAINTENANCE	500
RADIO REPAIRS AND MAINTENANCE		500
130 5520 552 4611	MAINTENANCE CONTRACTS	1,000
COMMUNICATIONS INTERNATIONAL RADIO MAINTENANCE		1,000
130 5520 552 4650	VEHICLE REPAIRS	8,000
VEHICLE REPAIRS		8,000
130 5520 552 4700	PRINTING & BINDING	1,000
BUSINESS CARDS AND NOTICES		1,000
130 5520 552 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES		500

BUDGET FY 2016-17

EXPENSES (Detail)

130 5520 552 5201	OPERATING SUPPLIES	2,300
MISC OPERATING SUPPLIES	500	
NATIONAL NIGHT OUT	500	
AMMO	300	
TRUNK OR TREAT	300	
BICYCLE REPAIRS AND MAINTENANCE	200	
EVIDENCE	200	
TRAINING SUPPLIES	200	
GLOVES	100	
130 5520 552 5219	UNIFORM EXPENSE	400
BOOT REIMBURSEMENT (X4)	400	
130 5520 552 5220	CLOTHING & EQUIPMENT	2,900
UNIFORM REPLACEMENT	1,500	
REPLACEMENT EQUIPMENT (IN LIEU OF CLOTH ALLOW)	800	
HI-VISIBILITY JACKETS	600	
130 5520 552 5250	FUEL & OIL SUPPLIES	15,000
FUEL AND OIL SUPPLIES	15,000	
130 5520 552 5501	TRAINING & EDUCATION COST	1,500
TRAINING AND EDUCATION	1,500	
130 5520 552 6400	MACHINERY & EQUIPMENT	3,000
ACCESORIES TO CONVERT FORD EXPLORER TO PATROL	3,000	
TOTAL FOR DEPT: 5520		354,600

BUDGET FY 2016-17

EXPENSES

COMMUNITY REDEVELOPMENT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
EE ECONOMIC DEVELOPMENT						
2 Operating	130 5550					
552	3150 LEGAL/OFFICIAL ADVERTISNG	1,680	0	0	0	0
552	3400 OTHER SERVICES	77,899	50,000	85,000	85,000	0
552	4001 REGULAR TRAVEL	2,062	769	1,500	1,500	0
552	4800 PROMO.ADVERTISING ACTIV.	2,457	1,246	2,000	2,000	0
552	5205 MEETING EXPENSE	193	0	500	500	0
552	5400 BOOKS/PUBL/SUBSCR/MEMBERS	0	0	1,100	1,100	0
552	5501 TRAINING & EDUCATION COST	1,690	990	2,600	2,600	0
	Subtotal	85,981	53,005	92,700	92,700	0
EE ECONOMIC DEVELOPM	Total	85,981	53,005	92,700	92,700	0
INTERFUND TRANSFERS						
4 Debt Svc/	130 8110					
581	9120 TRANSFER TO DEBT SRVC FND	402,800	396,400	398,200	398,200	403,300
581	9123 TRANSFER TO SER.2013 DEBT	451,800	447,900	448,900	448,900	451,600
	Subtotal	854,600	844,300	847,100	847,100	854,900
INTERFUND TRANSFERS	Total	854,600	844,300	847,100	847,100	854,900
FUND TOTALS		2,280,186	1,743,235	5,122,100	5,122,100	5,712,000

BUDGET FY 2016-17

EXPENSES (Detail)

130 8110 581 9120	TRANSFER TO DEBT SRVC FND	403,300
	TRANSFER TO 131 DEBT SERVICE	403,300
130 8110 581 9123	TRANSFER TO SER.2013 DEBT	451,600
	TRANSFER TO 132 DEBT SERVICE	451,600
TOTAL FOR DEPT: 8110		854,900

BUDGET FY 2016-17

REVENUES

CRA DEBT SERVICE FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
131 0000 361 1500 STI - SUNTRUST INVESTMENT	18	18	0	0	0
	18	18	0	0	0
TRANSFERS FROM COMMUNITY REDEVELOPMENT					
131 0000 381 6400 TRANS FRM COMM REDEVELO	402,800	396,400	398,200	398,200	403,300
	402,800	396,400	398,200	398,200	403,300
CRA DEBT SERVICE FUND	402,818	396,418	398,200	398,200	403,300

BUDGET FY 2016-17

EXPENSES

CRA DEBT SERVICE FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	131 1701					
517	7180 DEBT SERVICE	310,000	315,000	320,000	320,000	325,000
517	7280 DEBT SERVICE	90,933	84,558	78,200	78,200	71,700
	Subtotal	400,933	399,558	398,200	398,200	396,700
DEBT SERVICE	Total	400,933	399,558	398,200	398,200	396,700
OTHER NONOPERATING						
4 Debt Svc/	131 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	0	0	6,600
	Subtotal	0	0	0	0	6,600
OTHER NONOPERATING	Total	0	0	0	0	6,600
FUND TOTALS		400,933	399,558	398,200	398,200	403,300

BUDGET FY 2016-17

EXPENSES (Detail)

131	1701	517	7180	DEBT SERVICE	325,000
				PRINCIPAL	325,000
131	1701	517	7280	DEBT SERVICE	71,700
				INTEREST	71,700
TOTAL FOR DEPT:		1701			396,700

BUDGET FY 2016-17

EXPENSES (Detail)

131 9010 590 9901	BUDGET RESVE/CONTINGENCY	6,600
	RESERVE/CONTINGENCY	6,600
TOTAL FOR DEPT:	9010	6,600

BUDGET FY 2016-17

REVENUES

CRA 2013 DEBT SERVICE FND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
132 0000 361 1500 STI - SUNTRUST INVESTMENT	8	13	0	0	0
	8	13	0	0	0
TRANSFERS FROM COMMUNITY REDEVELOPMENT					
132 0000 381 6400 TRANS FRM COMM REDEVELO	451,800	447,900	448,900	448,900	451,600
	451,800	447,900	448,900	448,900	451,600
CRA 2013 DEBT SERVICE FND	451,808	447,913	448,900	448,900	451,600

BUDGET FY 2016-17**EXPENSES****CRA 2013 DEBT SERVICE FND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	132 1701					
517	7101 GEN GOVT	330,000	340,000	350,000	350,000	360,000
517	7201 GEN GOVT	116,901	106,831	98,900	98,900	90,700
	Subtotal	446,901	446,831	448,900	448,900	450,700
DEBT SERVICE	Total	446,901	446,831	448,900	448,900	450,700
OTHER NONOPERATING						
4 Debt Svc/	132 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	0	0	900
	Subtotal	0	0	0	0	900
OTHER NONOPERATING	Total	0	0	0	0	900
FUND TOTALS		446,901	446,831	448,900	448,900	451,600

BUDGET FY 2016-17

EXPENSES (Detail)

132	1701	517	7101	GEN GOVT	360,000
				PRINCIPAL	360,000
132	1701	517	7201	GEN GOVT	90,700
				INTEREST	90,700
TOTAL FOR DEPT:		1701			450,700

BUDGET FY 2016-17

EXPENSES (Detail)

132 9010 590 9901	BUDGET RESVE/CONTINGENCY	900
	RESERVE/CONTINGENCY	900
TOTAL FOR DEPT:	9010	900

BUDGET FY 2016-17

REVENUES

CRA PROJECTS FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
139 0000 361 1000 INVESTMENTS	43	0	0	0	0
0000 1500 STI - SUNTRUST INVESTMENT	442	419	0	0	2,400
	485	419	0	0	2,400
APPROPRIATIONS					
139 0000 380 1000 APPROPRIATED FUND BAL	0	0	4,135,000	4,135,000	3,785,000
	0	0	4,135,000	4,135,000	3,785,000
CRA PROJECTS FUND	485	419	4,135,000	4,135,000	3,787,400

BUDGET FY 2016-17**EXPENSES****CRA PROJECTS FUND**

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CRA PROJECTS							
2 Operating	139	5590					
552	3400	OTHER SERVICES	43	0	0	0	0
		Subtotal	43	0	0	0	0
3 Capital	139	5590					
552	6500	CONSTRUCTION IN PROGRESS	717,053	26,195	4,135,000	4,135,000	3,787,400
		Subtotal	717,053	26,195	4,135,000	4,135,000	3,787,400
CRA PROJECTS		Total	717,096	26,195	4,135,000	4,135,000	3,787,400
FUND TOTALS			717,096	26,195	4,135,000	4,135,000	3,787,400

BUDGET FY 2016-17

EXPENSES (Detail)

139 5590 552 6500	CONSTRUCTION IN PROGRESS	3,787,400
	OVERHEAD TO UNDERGROUND UTILITY CONVERSION	3,787,400
TOTAL FOR DEPT:	5590	3,787,400

BUDGET FY 2016-17

REVENUES

CDBG	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
FEDERAL SHARED REVENUES					
140 0000 331 5010 CDBG	77,310	88,476	97,300	97,300	79,000
	77,310	88,476	97,300	97,300	79,000
CDBG	77,310	88,476	97,300	97,300	79,000

BUDGET FY 2016-17

EXPENSES

CDBG

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT							
1 Personnel	140	2110					
521	1300	OTHER SALARIES & WAGES	0	0	20,800	0	0
521	2100	FICA TAXES	0	0	1,600	0	0
521	2200	RETIREMENT CONTRIBUTION	0	0	1,600	0	0
521	2400	WORKERS COMP INSURANCE	0	0	600	0	0
521	2500	UNEMPLOYMENT COMP	0	0	100	0	0
		Subtotal	0	0	24,700	0	0
2 Operating	140	2110					
521	5219	UNIFORM EXPENSE	0	0	300	0	0
		Subtotal	0	0	300	0	0
LAW ENFORCEMENT		Total	0	0	25,000	0	0
WATER UTILITY							
3 Capital	140	3010					
533	6300	INFRASTRUCTURE	77,310	0	0	0	0
		Subtotal	77,310	0	0	0	0
WATER UTILITY		Total	77,310	0	0	0	0
SEWER SERVICES							
3 Capital	140	3020					
535	6300	INFRASTRUCTURE	0	88,476	57,300	57,300	79,000
		Subtotal	0	88,476	57,300	57,300	79,000
SEWER SERVICES		Total	0	88,476	57,300	57,300	79,000
BLDG & GROUNDS/FACILITIES							
3 Capital	140	4172					
572	6300	INFRASTRUCTURE	0	0	15,000	40,000	0
		Subtotal	0	0	15,000	40,000	0
BLDG & GROUNDS/FACILI		Total	0	0	15,000	40,000	0
FUND TOTALS			77,310	88,476	97,300	97,300	79,000

BUDGET FY 2016-17

EXPENSES (Detail)

140 3020 535 6300 INFRASTRUCTURE

79,000

CDBG WW LIFT STATION #1 REFURBISHMENT

79,000

TOTAL FOR DEPT: 3020

79,000

BUDGET FY 2016-17

REVENUES

LLEBG	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
FEDERAL SHARED REVENUES					
150 0000 331 2300 LEBG GRANT	4,157	0	0	0	0
0000 2410 POLICE-JAG GRANT	0	4,333	0	0	0
	4,157	4,333	0	0	0
TRANSFERS FROM GENERAL FUND					
150 0000 381 6000 TRANS FRM GEN FUND	2	0	0	0	0
	2	0	0	0	0
LLEBG	4,159	4,333	0	0	0

BUDGET FY 2016-17

EXPENSES

LLEBG

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
LAW ENFORCEMENT						
3 Capital	150 2110					
521	6400 MACHINERY & EQUIPMENT	4,159	4,333	0	0	0
	Subtotal	4,159	4,333	0	0	0
LAW ENFORCEMENT	Total	4,159	4,333	0	0	0
FUND TOTALS		4,159	4,333	0	0	0

BUDGET FY 2016-17

REVENUES

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CAPITAL PROJECTS					
INTEREST EARNINGS					
301 0000 361 1500 STI - SUNTRUST INVESTMENT	13	13	0	0	0
	13	13	0	0	0
TRANSFERS FROM GENERAL FUND					
301 0000 381 6000 TRANS FRM GEN FUND	0	0	0	0	1,909,600
	0	0	0	0	1,909,600
CAPITAL PROJECTS	13	13	0	0	1,909,600

BUDGET FY 2016-17

EXPENSES

CAPITAL PROJECTS

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
ACCOUNTING						
3 Capital	301 1301					
513	6400 MACHINERY & EQUIPMENT	0	0	0	0	355,000
	Subtotal	0	0	0	0	355,000
ACCOUNTING	Total	0	0	0	0	355,000
INFORMATION TECHNOLOGY						
3 Capital	301 1306					
516	6400 MACHINERY & EQUIPMENT	0	0	0	0	35,000
	Subtotal	0	0	0	0	35,000
INFORMATION TECHNOLOGY	Total	0	0	0	0	35,000
OTHER GENERAL GOVERNMENT						
3 Capital	301 1901					
519	6400 MACHINERY & EQUIPMENT	0	0	0	0	120,000
	Subtotal	0	0	0	0	120,000
OTHER GENERAL GOVERN	Total	0	0	0	0	120,000
LAW ENFORCEMENT						
3 Capital	301 2110					
521	6400 MACHINERY & EQUIPMENT	0	0	0	0	85,200
	Subtotal	0	0	0	0	85,200
LAW ENFORCEMENT	Total	0	0	0	0	85,200
ROADS & STREETS						
3 Capital	301 4141					
541	6300 INFRASTRUCTURE	0	0	0	0	62,000
541	6400 MACHINERY & EQUIPMENT	0	0	0	0	19,200
	Subtotal	0	0	0	0	81,200
ROADS & STREETS	Total	0	0	0	0	81,200
PUBLIC WORKS ADMIN						
3 Capital	301 4150					
519	6400 MACHINERY & EQUIPMENT	0	0	0	0	14,500
	Subtotal	0	0	0	0	14,500
PUBLIC WORKS ADMIN	Total	0	0	0	0	14,500

BUDGET FY 2016-17

EXPENSES

CAPITAL PROJECTS

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
PUBLIC WORKS/FLEET						
3 Capital	301 4160					
519	6400 MACHINERY & EQUIPMENT	0	0	0	0	67,700
	Subtotal	0	0	0	0	67,700
PUBLIC WORKS/FLEET	Total	0	0	0	0	67,700
BLDG & GROUNDS/FACILITIES						
3 Capital	301 4172					
572	6200 BUILDINGS	0	0	0	0	445,000
572	6400 MACHINERY & EQUIPMENT	0	0	0	0	25,000
572	6500 CONSTRUCTION IN PROGRESS	0	0	0	0	681,000
	Subtotal	0	0	0	0	1,151,000
BLDG & GROUNDS/FACILI	Total	0	0	0	0	1,151,000
FUND TOTALS		0	0	0	0	1,909,600

BUDGET FY 2016-17

EXPENSES (Detail)

301	1301	513	6400	MACHINERY & EQUIPMENT	355,000
				ACCOUNTING SOFTWARE REPLACEMENT	350,000
				REPLACEMENT PRINTER FINLASER	4,000
				REPLACEMENT PRINTER PRCHECKS	1,000
TOTAL FOR DEPT:		1301			355,000

BUDGET FY 2016-17

EXPENSES (Detail)

301 1306 516 6400	MACHINERY & EQUIPMENT		35,000
	SERVER VIRTUALIZATION/BUSINESS CONTINUITY	30,000	
	PD LAPTOPS	5,000	
TOTAL FOR DEPT:	1306		35,000

BUDGET FY 2016-17

EXPENSES (Detail)

301	1901	519	6400	MACHINERY & EQUIPMENT	120,000
VEHICLE REPLACEMENT PROGRAM					120,000
TOTAL FOR DEPT:		1901			120,000

BUDGET FY 2016-17

EXPENSES (Detail)

301	2110	521	6400	MACHINERY & EQUIPMENT		85,200
				POLICE PATROL & CID VEHICLES (FORD FUSIONS)X4	72,000	
				LIGHTING PACKAGES FOR NEW VEHICLES \$1,800X4	7,200	
				ACCESSORIES TO CONVERT FORD EXPLORERS TO PATROL	6,000	
TOTAL FOR DEPT:		2110				85,200

BUDGET FY 2016-17

EXPENSES (Detail)

301 4141 541 6300	INFRASTRUCTURE	62,000
	FLOMICH ST SIDEWALK CONSTRUCTION EST 10% TPO MATCH	52,000
	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATCH	5,000
	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	5,000
301 4141 541 6400	MACHINERY & EQUIPMENT	19,200
	GRACO LINE LAZER STREET STRIPER	15,000
	CONCRETE GRINDER	4,200
TOTAL FOR DEPT: 4141		81,200

BUDGET FY 2016-17

EXPENSES (Detail)

301 4150 519 6400	MACHINERY & EQUIPMENT	14,500
	REPLACEMENT RADIOS	14,500
TOTAL FOR DEPT:	4150	14,500

BUDGET FY 2016-17

EXPENSES (Detail)

301 4160 519 6400	MACHINERY & EQUIPMENT	67,700
	MINI DUMP TRUCK TO REPLACE 1999 MINI DUMP #841	28,000
	VAN TO REPLACE 1999 CHEVY S10 PICKUP #747	18,000
	VAN TO REPLACE VEHICLE #838 FORD RANGER 2001	18,000
	AIR COMPRESSOR FOR SHOP TRUCK	2,000
	SMALL EQUIPMENT/MOWER LIFT	1,700
TOTAL FOR DEPT:	4160	67,700

BUDGET FY 2016-17

EXPENSES (Detail)

301 4172 572 6200	BUILDINGS	445,000
PARK PIER IMPROVEMENTS/WALKWAY	190,000	
ROSS POINT PARK IMPROVEMENTS	100,000	
RE-ROOFING OF N&S BLDGS AT HOLLYLAND INCL BBQ AREA	80,000	
REPLACEMENT OF SMALL EQUIP SHOP/WASTE STORAGE BLDG	65,000	
AIR CONDITIONING REPLACEMENTS	10,000	
301 4172 572 6400	MACHINERY & EQUIPMENT	25,000
COMMERCIAL GRADE LAWN ORNAMENTS	25,000	
301 4172 572 6500	CONSTRUCTION IN PROGRESS	681,000
SUNRISE PARK S. IMPROVEMENTS (CONST) CARRYOVER	650,000	
SUNRISE PARK S. IMPROVEMENTS (CONST) GRANT ADMIN	31,000	
TOTAL FOR DEPT: 4172		1,151,000

BUDGET FY 2016-17

REVENUES

WATER & SEWER FUND				FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CHARGES FOR SERVICES								
400	0000	343	3000 WATER UTILITY	6,936	7,151	2,518,900	2,518,900	2,567,000
	0000		3001 INSIDE, APARTMENT	295,852	288,446	0	0	0
	0000		3002 INSIDE, COMMERCIAL	476,546	479,977	0	0	0
	0000		3003 INSIDE, CHURCH	7,596	7,878	0	0	0
	0000		3004 INSIDE, GOVERNMENT	24,743	24,871	0	0	0
	0000		3005 INSIDE, MULTI-FAMILY	213,504	240,283	0	0	0
	0000		3006 INSIDE, MOBILE HOME	101,523	110,014	0	0	0
	0000		3007 INSIDE, RESIDENTIAL	1,046,371	1,098,490	0	0	0
	0000		3008 INSIDE, RESIDENT-COMMERCL	17,084	16,242	0	0	0
	0000		3012 OUTSIDE, COMMERCIAL	2,363	2,565	0	0	0
	0000		3017 OUTSIDE, RESIDENTIAL	35,816	38,572	0	0	0
	0000		3022 IRRIG, INSIDE, COMMERCIAL	100,084	95,306	0	0	0
	0000		3024 IRRIG, INSIDE, GOVERNMENT	9,691	12,932	0	0	0
	0000		3027 IRRIG,INSIDE, RESIDENTIAL	470	641	0	0	0
	0000		3028 IRRIG,INSIDE,RESID-COMMER	295	227	0	0	0
	0000		3092 WATER METER CONNECTION	1,760	1,580	0	0	0
	0000		3093 WATER SERVICE CHARGES	14,422	13,371	0	0	0
	0000		3094 WATER CUT-OFF CHARGES	36,275	38,425	0	0	0
	0000		3095 WATER HYDRANT RENTAL	12,909	14,310	0	0	0
	0000		5000 SEWER/WASTEWATER UTILITY	0	0	2,644,600	2,644,600	2,683,300
	0000		5050 SEWER, INSIDE	54,781	134,878	0	0	0
	0000		5051 SEWER, INSIDE, APARTMENT	334,108	326,429	0	0	0
	0000		5052 SEWER, INSIDE, COMMERCIAL	430,666	430,882	0	0	0
	0000		5053 SEWER, INSIDE, CHURCH	8,724	8,762	0	0	0
	0000		5054 SEWER, INSIDE, GOVERNMENT	26,014	25,912	0	0	0
	0000		5055 SEWER,INSIDE,MULTI-FAMILY	241,366	275,022	0	0	0
	0000		5056 SEWER,INSIDE, MOBILE HOME	115,423	125,718	0	0	0
	0000		5057 SEWER,INSIDE, RESIDENTIAL	1,181,837	1,237,513	0	0	0
	0000		5058 SEWER,INSIDE,RESID-COMMER	18,077	16,640	0	0	0
	0000		5062 SEWER,OUTSIDE, COMMERCIA	1,995	2,077	0	0	0
	0000		5067 SEWER,OUTSIDE,RESIDENTIAL	39,808	41,836	0	0	0
	0000		5072 SEWER, REUSE, COMMERCIAL	3,600	3,600	0	0	0
	0000		5097 SEWER CONNECTION	150	0	0	0	0
	0000		9020 BPA TESTING/MTCE PROGRAM	1,090	-84	0	0	0
				4,861,879	5,120,466	5,163,500	5,163,500	5,250,300
INTEREST EARNINGS								
400	0000	361	1000 INVESTMENTS	1,951	2,878	800	800	800
	0000		1500 STI - SUNTRUST INVESTMENT	8	3	0	0	0
				1,959	2,881	800	800	800

BUDGET FY 2016-17

REVENUES

T-MOBILE COMMUNICATIONS LEASE

400 0000 362 2110 T-MOBILE	15,209	15,209	15,200	15,200	15,200
0000 2120 SPRINT PCS	13,225	15,209	15,200	15,200	15,200
	28,434	30,418	30,400	30,400	30,400

OTHER MISCELLANEOUS REVENUES

400 0000 365 1000 SURPLUS MATLS/SCRAP SALES	0	527	0	0	0
	0	527	0	0	0

OTHER MISCELLANEOUS REVENUES

400 0000 369 2000 COLLECTION FEES	15	0	0	0	0
0000 7000 PENALTY REVENUES	181,822	186,697	195,000	195,000	195,000
0000 9000 MISC REVENUES	13,378	7,863	8,000	8,000	8,000
	195,215	194,560	203,000	203,000	203,000

APPROPRIATIONS

400 0000 380 1000 APPROPRIATED FUND BAL	0	0	846,700	861,400	462,400
	0	0	846,700	861,400	462,400

TRANSFERS FROM CONSTRUCTION FUND

400 0000 381 2000 TRANS FRM CONST FUND	708,387	0	0	0	0
0000 3000 TRANS FRM DEBT SERVICE	1,142,148	1,351,764	0	0	0
0000 4000 TRANSFER FROM R&R CAP PRJ	406,178	519,978	0	0	0
0000 7700 TRANSF FROM W&S R&R	2,886,492	887,010	584,000	584,000	586,900
0000 8800 TFR FRM WTR MTR CONSTR FD	744,867	53,432	0	0	0
	5,888,072	2,812,184	584,000	584,000	586,900

FMIT SAFETY GRANT

400 0000 389 4040 FMIT SAFETY GRANT	478	0	0	0	0
	478	0	0	0	0

WATER & SEWER FUND

	10,976,037	8,161,036	6,828,400	6,843,100	6,533,800
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BUDGET FY 2016-17**EXPENSES****WATER & SEWER FUND**

			FY13-14	FY 14-15	FY15-16	FY15-16	FY16-17
			Actuals	Actuals	Original	Amended	Budget
WATER UTILITY							
1 Personnel	400	3010					
533	1100	EXECUTIVE SALARIES	13,259	13,745	18,600	18,600	17,000
533	1200	REGULAR SALARIES & WAGE	444,489	378,548	473,800	473,800	528,700
533	1300	OTHER SALARIES & WAGES	28,813	25,072	33,400	33,400	0
533	1400	OVERTIME	28,841	21,978	21,900	21,900	26,000
533	2100	FICA/MEDICARE TAXES	37,088	33,426	42,400	42,400	44,000
533	2200	RETIREMENT CONTRIBUTION	53,469	48,275	39,600	39,600	42,800
533	2300	LIFE & HEALTH INSURANCE	69,060	67,353	114,800	114,800	116,500
533	2400	WORKERS COMP INSURANCE	8,347	17,315	14,700	14,700	16,600
533	2500	UNEMPLOYMENT COMP	4,815	3,016	900	900	0
Subtotal			688,181	608,728	760,100	760,100	791,600

BUDGET FY 2016-17

EXPENSES

WATER & SEWER FUND

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
2 Operating	400	3010					
533	3101	PROFESSIONAL SERVICES	44,396	25,226	40,100	40,100	49,700
533	3150	LEGAL.OFFICIAL ADVERTISNG	1,608	1,050	0	0	0
533	3400	OTHER SERVICES	38,896	63,777	100,400	101,900	102,600
533	3410	BACKFLOW INSPECTION PRGRM	489	0	0	0	0
533	4001	REGULAR TRAVEL	212	795	1,000	1,600	1,600
533	4100	COMMUNICATION SERVICES	2,021	2,310	2,200	2,200	2,700
533	4200	POSTAGE, FRT, EXPRESS	3,697	2,608	4,000	4,000	4,000
533	4301	UTILITY SERVICES	146,703	145,835	165,000	165,000	165,000
533	4400	RENTALS & LEASES	1,743	2,017	2,700	2,700	4,600
533	4500	INSURANCE/NON-EMPLOYEE	28,538	25,986	23,000	24,300	24,200
533	4601	REPAIRS & MAINTENANCE	81,248	88,216	169,000	169,000	146,400
533	4611	MAINTENANCE CONTRACTS	31,283	38,548	23,200	23,200	13,900
533	4650	VEHICLE REPAIRS	8,596	2,739	18,000	18,000	18,000
533	4700	PRINTING & BINDING	1,197	1,020	2,500	2,500	3,500
533	4910	OTHER SPECIAL COSTS	1,749	1,202	2,000	2,000	2,000
533	4959	BAD DEBT EXPENSE	14,819	4,332	15,000	15,000	15,000
533	5100	OFFICE SUPPLIES	376	1,391	1,500	1,500	2,000
533	5201	OPERATING SUPPLIES	123,773	103,734	188,400	187,100	187,200
533	5202	SOFTWARE/COMPUTER SUPPLIE	0	375	0	0	0
533	5204	SMALL TOOLS & EQUIPMENT	0	324	700	700	2,000
533	5219	UNIFORM EXPENSE	2,602	2,328	3,100	3,100	3,100
533	5250	FUEL & OIL SUPPLIES	12,318	12,144	20,000	20,000	20,000
533	5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,029	1,644	2,500	2,500	2,500
533	5501	TRAINING & EDUCATION COST	2,301	1,247	4,800	4,200	5,100
		Subtotal	549,594	528,848	789,100	790,600	775,100
WATER UTILITY	Total		1,237,775	1,137,576	1,549,200	1,550,700	1,566,700

BUDGET FY 2016-17

EXPENSES (Detail)

400 3010 533 1100	EXECUTIVE SALARIES	17,000
EXECUTIVE SALARIES		17,000
A PUBLIC WORKS DIRECTOR 20%		
400 3010 533 1200	REGULAR SALARIES & WAGE	528,700
REGULAR SALARIES		528,700
A DEPUTY PUBLIC WORKS DIRECTOR 30%		
B ADMINISTRATIVE ASSISTANT 30%		
C CHIEF PLANT OPERATOR (1)		
D WATER DISTRIBUTION SYSTEM OPERATOR (2)		
E UTILITY MAINTENANCE WORKER (2)		
F UTILITIES MECHANIC (1)		
G WATER PLANT OPERATOR I (4)		
H WATER PLANT OPERATOR II (1)		
I WATER PLANT OPERATOR III (2)		
J MECHANIC 33%		
400 3010 533 1400	OVERTIME	26,000
OVERTIME		26,000
400 3010 533 2100	FICA/MEDICARE TAXES	44,000
FICA AND MEDICARE		44,000
400 3010 533 2200	RETIREMENT CONTRIBUTION	42,800
RETIRMENT CONTRIBUTIONS		42,800
400 3010 533 2300	LIFE & HEALTH INSURANCE	116,500
MEDICAL AND LIFE INSURANCE		116,500
400 3010 533 2400	WORKERS COMP INSURANCE	16,600
WORKERS COMPENSATION INSURANCE		16,600
400 3010 533 3101	PROFESSIONAL SERVICES	49,700
LAB ANALYSES & MONITORING		17,200
OPERATIONAL LICENSING & CERTIFICATIONS		12,900
CERT & EQUIP SERVICES SULFUR & CHLORINE @ 50%WA/WW		8,800
LAB LICENSING & CERTIFICATION @ 50% WA/WW		5,000
MISC ENGINEERING SERVICES		5,000
LEAD COPPER ANALYSIS		800
400 3010 533 3400	OTHER SERVICES	102,600
SLUDGE CONTRACT - \$124,500 @50%		62,500
HTE/SUNGUARD ANNUAL MAINTENANCE		29,900
ORION GATEWAY BACKHAUL CHARGES - MONTHLY @ \$280		3,400
ORION LAPTOP KIT SOFTWARE SUPPORT - MONTHLY @ \$240		2,900
READ CENTER ANALYTICS SOFTWARE MAINT-MONTHLY@\$230		2,800
COLLECTION FEES (SPLIT WATER/SEWER/SOLID WASTE)		1,100

BUDGET FY 2016-17

EXPENSES (Detail)

400 3010 533 4001	REGULAR TRAVEL	1,600
MEAL ALLOWANCE; LODGING; MILEAGE		1,000
FWPCOA LODGING, PER DIEM		600
400 3010 533 4100	COMMUNICATION SERVICES	2,700
PHONE & INTERNET SERVICE (ESTIMATED ANNUAL)		1,200
CELL PHONE ALLOWANCE - 1 @ \$600		600
PLANT ON DUTY CELL PHONE - \$500 X 50% = 250		300
CELL PHONE ALLOWANCE - 1 @ \$600 X 20%		200
CELL PHONE ALLOWANCE - 1 @ \$600 X 30%		200
ON CALL CELL PHONE ALLOWANCE - \$600 X 33%		200
400 3010 533 4200	POSTAGE, FRT, EXPRESS	4,000
MAILING OF ANNUAL CCR REPORT		2,000
POSTAGE; FREIGHT; EXPRESS; FUEL SURCHARGE		2,000
400 3010 533 4301	UTILITY SERVICES	165,000
ELECTRICITY, GAS, WATER		165,000
400 3010 533 4400	RENTALS & LEASES	4,600
MISC EQUIPMENT RENTALS		2,000
PW PLOTTER PRINTER LEASE - \$5,412 X 33% = \$1,804		1,900
PW COPIER LEASE @ 25%		700
400 3010 533 4500	INSURANCE/NON-EMPLOYEE	24,200
NON-EMPLOYEE INSURANCE		23,000
STORAGE TANK INSURANCE		1,200
400 3010 533 4601	REPAIRS & MAINTENANCE	146,400
DISTRIBUTION SYSTEM MAINTENANCE (MAINS, VALVES, HYD)		40,000
SCADA SYSTEM MAINTENANCE		25,000
WATER PLANT & WELLS ELECTRICAL REPAIRS		15,000
WATER PLANT & WELLS PUMP MAINTENANCE		15,000
LIME SOFTENER CLEANING - 2/YR @ \$5000 EACH		10,000
OTHER MISC PLANT EQUIPMENT REPAIRS		10,000
WATER PLANT & WELLS GENERAL REPAIRS		8,500
BACKFLOW PREVENTER MAINTENANCE (CITY OWNED)		6,600
WATER TREATMENT & CONTROLS ANNUAL - \$11,500 @ 50%		5,800
PIPE PRESERVATION PAINTING PROGRAM		5,000
FEC BLANKET UTILITY CROSSING FEES		3,500
RADIO REPAIRS FOR ALL WATER RADIOS (ESTIMATED)		1,000
REHAB TP AERATOR TRAYS		700
WATER METER TESTER CALIBRATION		200
AMMONIA STORAGE TANK REGISTRATION		100

BUDGET FY 2016-17

EXPENSES (Detail)

400 3010 533 4611	MAINTENANCE CONTRACTS	13,900
ELEVATED STORAGE TANK MAINT CONTRACT	11,000	
RADIO SYSTEM MAINTENANCE (ALL WATER RADIOS)	1,700	
PW PLOTTER PRINTER MAINT - \$2028 X 33% = \$676	700	
PW COPIER MAINTENANCE/FEES	500	
400 3010 533 4650	VEHICLE REPAIRS	18,000
MISC WATER VEHICLE/GENERATOR MAINTENANCE	18,000	
400 3010 533 4700	PRINTING & BINDING	3,500
CUSTOMER NOTICE DOOR KNOCKERS	1,500	
ANNUAL CCR REPORT	1,000	
FREE CHLORINE BURN NOTICE	500	
WATER CONSERVATION NOTICE	500	
400 3010 533 4910	OTHER SPECIAL COSTS	2,000
UTILITY BILLING CUSTOMER DEPOSIT INTEREST EXPENSE	2,000	
400 3010 533 4959	BAD DEBT EXPENSE	15,000
ALLOWANCE FOR UNCOLLECTIBLE ACCTS FOR UB >90 DAYS	15,000	
400 3010 533 5100	OFFICE SUPPLIES	2,000
PAPER, ENVELOPES, ETC	1,500	
PW PLOTTER SUPPLIES (EST) \$1473.83 X 33% = \$491.27	500	
400 3010 533 5201	OPERATING SUPPLIES	187,200
WATER TREATMENT PLANT CHEMICALS	111,500	
WATER DISTRIBUTION PARTS,FITTINGS,VALVES, ETC	35,000	
WATER METER BOXES, TRANSPONDERS, PARTS, ETC	20,000	
BUILDING MATERIAL FOR REPAIRS	8,000	
LAB SUPPLIES	6,700	
WTP INSTITUTIONAL SUPPLIES: LIGHTS,SOAPS,MOPS, ETC	5,000	
OTHER MISC SAFETY GEAR, RAIN GEAR, TOOLS, ETC	1,000	
AQUA GOLD		
FLUORIDE		
HIGH CALCIUM QUICKLIME		
LIQUID ANHYDROUS AMMONIA		
LIQUID CARBON DIOXIDE		
LIQUID CHLORINE - \$27,820/YEAR @ 50%		
POLYMER		
400 3010 533 5204	SMALL TOOLS & EQUIPMENT	2,000
CONCRETE SAW	2,000	

BUDGET FY 2016-17

EXPENSES (Detail)

400	3010	533	5219	UNIFORM EXPENSE	3,100
				UNIFORMS - \$200 EST EXP X 12 EMPLOYEES	2,400
				UNIFORM REPAIRS (ESTIMATED)	200
				CLOTHING ALLOWANCE - 1 @ \$100 X 30%	100
				CLOTHING ALLOWANCE - 2 @ \$200 X 20%	100
				TOOL ALLOWANCE - 1 @ \$200 X 33%	100
				UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 30%	100
				UNIFORMS - \$250 EST EXP X 1 EMPLOYEE X 33%	100
400	3010	533	5250	FUEL & OIL SUPPLIES	20,000
				ALL WATER VEHICLES (INCL UB, PLANT GENERATOR)	20,000
400	3010	533	5400	BOOKS/PUBL/SUBSCR/MEMBERS	2,500
				FDEP PLANT/DISTB OPERATOR LICENSES (6@\$75;4@\$50)	700
				FLORIDA RURAL WATER ASSOC MEMBERSHIP (FRWA)	600
				EVRWA MEMBERSHIP DUES (1/3 OF \$1,330)	500
				SUNSHINE STATE ONE CALL (1/3 OF EST \$1,200)	400
				FW@PCOA MEMBERSHIP (9@\$30)	300
400	3010	533	5501	TRAINING & EDUCATION COST	5,100
				DISTRIBUTION CERT & CEU PROGRAMS (4 OPERATORS)	1,200
				MOT CERTIFICATIONS (3 @ \$400)	1,200
				OTHER MISC TRAINING COURSES/SEMINARS: SAFETY, ETC	1,200
				PLANT OPERATOR CERT CEU PROGRAMS (6 OPERATORS)	1,200
				REGISTRATION FOR FWPCOA CONFERENCE	300
TOTAL FOR DEPT: 3010					1,566,700

BUDGET FY 2016-17

EXPENSES

WATER & SEWER FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
SEWER SERVICES						
1 Personnel	400 3020					
535	1100 EXECUTIVE SALARIES	13,259	13,745	18,600	18,600	17,000
535	1200 REGULAR SALARIES & WAGE	474,778	450,332	495,000	495,000	508,000
535	1300 OTHER SALARIES & WAGES	0	13	0	0	0
535	1400 OVERTIME	30,528	34,671	36,700	36,700	37,000
535	2100 FICA/MEDICARE TAXES	35,425	37,092	42,400	42,400	43,300
535	2200 RETIREMENT CONTRIBUTION	53,808	53,861	39,700	39,700	42,000
535	2300 LIFE & HEALTH INSURANCE	78,227	86,543	100,200	100,200	100,200
535	2400 WORKERS COMP INSURANCE	7,048	12,100	11,200	11,200	12,400
535	2500 UNEMPLOYMENT COMP	4,835	3,522	900	900	0
	Subtotal	697,908	691,879	744,700	744,700	759,900

BUDGET FY 2016-17

EXPENSES

WATER & SEWER FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
2 Operating	400 3020					
535	3101 PROFESSIONAL SERVICES	45,369	28,691	68,300	81,500	89,200
535	3150 LEGAL/OFFICIAL ADVERTISNG	198	871	0	0	0
535	3400 OTHER SERVICES	38,417	58,486	61,200	86,200	88,600
535	4001 REGULAR TRAVEL	163	0	500	500	1,500
535	4100 COMMUNICATION SERVICES	4,425	5,687	3,000	3,000	3,500
535	4200 POSTAGE, FRT, EXPRESS	3,836	1,680	3,000	3,000	3,000
535	4301 UTILITY SERVICES	128,861	138,578	140,000	140,000	140,000
535	4400 RENTALS & LEASES	2,378	949	2,700	2,700	4,600
535	4500 INSURANCE/NON-EMPLOYEE	27,507	27,174	23,000	23,000	23,000
535	4601 REPAIRS & MAINTENANCE	127,762	126,518	217,700	217,700	216,900
535	4611 MAINTENANCE CONTRACTS	283	5,413	10,700	10,700	2,600
535	4650 VEHICLE REPAIRS	6,745	5,926	16,100	16,100	16,500
535	4663 REPAIR/MAINT CAPITAL-LIKE	0	0	0	0	202,000
535	4700 PRINTING & BINDING	86	380	500	500	500
535	4959 BAD DEBT EXPENSE	14,819	4,332	12,000	12,000	12,000
535	5100 OFFICE SUPPLIES	750	666	1,000	1,000	1,500
535	5201 OPERATING SUPPLIES	116,754	111,196	193,100	193,100	193,100
535	5202 COMPUTERS	0	375	0	0	1,000
535	5204 SMALL TOOLS & EQUIPMENT	1,760	1,651	1,700	1,700	4,500
535	5219 UNIFORM EXPENSE	2,497	2,426	2,900	2,900	2,900
535	5250 FUEL & OIL SUPPLIES	11,965	12,599	18,000	18,000	18,000
535	5264 MACH/EQUIP CAPITAL-LIKE	0	0	0	0	40,200
535	5400 BOOKS/PUBL/SUBSCR/MEMBERS	535	1,033	1,900	1,900	2,100
535	5501 TRAINING & EDUCATION COST	2,853	496	4,000	4,000	4,000
	Subtotal	537,963	535,127	781,300	819,500	1,071,200

SEWER SERVICES	Total	1,235,871	1,227,006	1,526,000	1,564,200	1,831,100
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WATER & SEWER ADMIN

2 Operating	400 3060					
536	5920 DEPRECIATION EXPENSE	1,376,997	1,521,299	0	0	0
	Subtotal	1,376,997	1,521,299	0	0	0
4 Debt Svc/	400 3060					
536	7320 AMORTIZATION EXPENSE	0	62,360	0	0	0
	Subtotal	0	62,360	0	0	0
WATER & SEWER ADMIN	Total	1,376,997	1,583,659	0	0	0

BUDGET FY 2016-17

EXPENSES (Detail)

400	3020	535	1100	EXECUTIVE SALARIES	17,000
				EXECUTIVE SALARIES	17,000
				A PUBLIC WORKS DIRECTOR 20%	
400	3020	535	1200	REGULAR SALARIES & WAGE	508,000
				REGULAR SALARIES	508,000
				A DEPUTY PUBLIC WORKS DIRECTOR 30%	
				B ADMINISTRATIVE ASSISTANT 30%	
				C CHIEF WASTERWATER PLANT OPERATOR (1)	
				D SLUDGE BELT PRESS OPERATOR (1)	
				E UTILITES MAINTENANCE WORKER (3)	
				F WASTEWATER PLANT OPERATOR I (4)	
				G WASTEWATER PLANT OPERATOR II (2)	
				H MECHANIC 33%	
400	3020	535	1400	OVERTIME	37,000
				OVERTIME	37,000
400	3020	535	2100	FICA/MEDICARE TAXES	43,300
				FICA AND MEDICARE	43,300
400	3020	535	2200	RETIREMENT CONTRIBUTION	42,000
				RETIREMENT CONTRIBUTIONS	42,000
400	3020	535	2300	LIFE & HEALTH INSURANCE	100,200
				MEDICAL AND LIFE INSURANCE	100,200
400	3020	535	2400	WORKERS COMP INSURANCE	12,400
				WORKERS COMPENSATION INSURANCE	12,400

BUDGET FY 2016-17

EXPENSES (Detail)

400 3020 535 3101	PROFESSIONAL SERVICES	89,200
	OPERATIONAL LICENSING & CERTIFICATIONS	27,000
	BIO-ASSAY	10,000
	EXPANDED/MISCELLANEOUS TESTING REQUIREMENTS	8,000
	NPDES WW ANNUAL REGULATORY PROGRAM FEE	6,500
	SLUDGE ANALYSIS	5,400
	LAB LICENSING AND CERTIFICATION - \$10100 @ 50%	5,100
	MISC ENGINEERING ASSISTANCE	5,000
	WEEKLY ANALYSIS & MONITORING	4,500
	ZINC & NICKEL TESTING (WEEKLY PER PERMIT)	4,500
	CERT & EQUIP LAB CALIBRATIONS - \$6500 @ 50%	3,300
	PRIORITY POLLUTANT	3,000
	RECLAIMED WATER ANALYSIS/EFFLUENT WATER ANALYSIS	2,200
	CRYPTOSPORIDIUM/GIARDIA (EVEN YEARS ONLY)	1,500
	CONTINUOUS METER CALIBRATIONS	1,200
	WELL MONITORING	900
	ANNUAL HOIST INSPECTION & CERT - \$1000 @ 50%	500
	METTLER BALANCE CERTIFICATION	500
	RISK MGMT PLAN REGISTRATION - \$200 @ 50%	100
400 3020 535 3400	OTHER SERVICES	88,600
	SLUDGE CONTRACT - \$124,500 @ 50%	62,500
	SMOKE TESTING (LS #7, #10, #12, #15, #16, #21)	25,000
	COLLECTION FEES (ESTIMATED) - \$3300 @ 33%	1,100
400 3020 535 4001	REGULAR TRAVEL	1,500
	FWRC CONFERENCE (ESTIMATED)	1,000
	MEAL ALLOWANCE; LODGING; MILEAGE	500
400 3020 535 4100	COMMUNICATION SERVICES	3,500
	PHONE & INTERNET SERVICE - EST \$2000 YEARLY	2,000
	CELL PHONE ALLOWANCE - 1 @ \$600	600
	PLANT ON DUTY CELL PHONE - \$500 @ 50%	300
	CELL PHONE ALLOWANCE - 1 @ \$600 X 20% = \$120	200
	CELL PHONE ALLOWANCE - 1 @ \$600 X 30% = \$180	200
	ON CALL CELL PHONE ALLOWANCE - \$600 @ 33% = \$200	200
400 3020 535 4200	POSTAGE, FRT, EXPRESS	3,000
	POSTAGE; FREIGHT; EXPRESS; FUEL SURCHARGE	3,000
400 3020 535 4301	UTILITY SERVICES	140,000
	ELECTRICITY, GAS, WATER	140,000

BUDGET FY 2016-17

EXPENSES (Detail)

400 3020 535 4400	RENTALS & LEASES	4,600
MISCELLANEOUS EQUIPMENT RENTALS	2,000	
PW PLOTTER PRINTER LEASE - \$5412 X 33% = \$1,804	1,900	
PUBLIC WORKS COPIER LEASE @ 25%	700	
400 3020 535 4500	INSURANCE/NON-EMPLOYEE	23,000
NON-EMPLOYEE INSURANCE	23,000	
400 3020 535 4601	REPAIRS & MAINTENANCE	216,900
LIFT STATION GENERAL MAINTENANCE & REPAIRS	46,000	
ELECTRICAL REPAIRS	20,000	
OTHER MISCELLANEOUS REPAIRS	20,000	
SEWER MAINS, MANHOLES, CLEANOUTS, LATERALS, ETC	15,000	
SERVICE TO TRANSFER PUMPS - 2 @ \$7000	14,000	
RECYCLE PUMP IMPELLERS (1 CCW AND 1 CW ROTATION)	12,000	
OTHER MISCELLANEOUS FACILITY EQUIPMENT REPAIRS	10,000	
OTHER MISCELLEANEOUS PUMP REPAIR	10,000	
SCADA SYSTEM MAINTENANCE	10,000	
REPLACEMENT MEMBRANE FOR DISK FILTERS	9,000	
INSTRUMENTATION MAINTENANCE	8,000	
DISC FLOW IMPELLER FOR SLUDGE PUMP IN SOLIDS BLDG	6,500	
GENERAL REPAIRS (PAINT, PARTS, ETC)	6,500	
INSIDE DROP BOWLS (LS #11, #18, #19)	6,000	
SCADA SYSTEM REPAIR PARTS	6,000	
WATER TREATMENT & CONTROLS ANNUAL - \$11500 @ 50%	5,800	
(2) TON ELECTRICAL HOIST REPLACEMENT CHEMICAL BLDG	4,200	
FEC ANNUAL BLANKET UTILITY CROSSING	3,500	
HACH INFLUENT, EFFLUENT & BIO ASSAY SAMPLERS	2,300	
HDPE INFLOW DEFENDERS - 35 @ \$31	1,100	
RADIO REPAIR FOR ALL WW RADIOS (EST 9)	1,000	
400 3020 535 4611	MAINTENANCE CONTRACTS	2,600
ANNUAL RADIO SYSTEM MAINTENANCE	1,000	
COPIER & PRINTER MAINTENANCE CONTRACTS/COPY FEES	900	
PW PLOTTER PRINTER MAINT - \$2028 X 33% = \$676	700	
400 3020 535 4650	VEHICLE REPAIRS	16,500
ALL WASTEWATER DEPT VEHICLES INCLUDING GENERATORS	8,000	
GENERATOR ESTIMATE \$12,000/YR @ 50%	6,000	
GENERATOR ELECTRICAL REPAIRS @ \$5,000/YR @ 50%	2,500	

BUDGET FY 2016-17

EXPENSES (Detail)

400 3020 535 4663	REPAIR/MAINT CAPITAL-LIKE	202,000
BIOLOGICAL TREATMENT UNIT CLEANING	142,000	
LIFT STATION #19 VALVE BOX PIPING REPLACEMENT	20,000	
LIFT STATION #20 VALVE BOX PIPING REPLACEMENT	15,000	
LIFT STATION #21 VALVE BOX PIPING REPLACEMENT	15,000	
LIFT STATION #24 VALVE BOX PIPING REPLACEMENT	10,000	
400 3020 535 4700	PRINTING & BINDING	500
MISCELLANEOUS PRINTING & BINDING (MAPS, ETC)	500	
400 3020 535 4959	BAD DEBT EXPENSE	12,000
ALLOWANCE FOR UNCOLLECTIBLE ACCTS FOR UB >90 DAYS	12,000	
400 3020 535 5100	OFFICE SUPPLIES	1,500
PAPER, ENVELOPES, BINDERS, ETC.	1,000	
PW PLOTTER SUPPLIES (EST) \$1,473.83X33% = \$491.28	500	
400 3020 535 5201	OPERATING SUPPLIES	193,100
LIQUID ALUMINUM SULFATE	34,800	
POLYMER (D.A.F. UNIT)	33,700	
SWR COLLECTIONS & LIFT STATION PARTS, SAFETY GEAR	32,500	
POLYMER (S.H.B. PRESSES)	23,500	
SULFUR DIOXIDE	19,900	
LIQUID CHLORINE - \$27,820/YEAR @ 50% = \$13,910	14,000	
MISCELLANEOUS SUPPLIES	13,000	
BUILDING MATERIALS FOR PAINT, PLUMBING, ELECTRICAL	10,000	
FACILITY INSTITUTIONAL SUPPLIES (CLEANING, ETC)	5,000	
GRANULAR CHLORINE	3,500	
HARDY DIAGNOSTIC WATER	2,500	
DISTILLED WATER - \$1,300/YEAR @ 50% = \$650	700	
400 3020 535 5202	COMPUTERS	1,000
COMPUTER MONITORS, ETC	1,000	
400 3020 535 5204	SMALL TOOLS & EQUIPMENT	4,500
ELECTRIC SNAKE, METAL DETECTOR, SEWER RODS, ETC	4,500	
400 3020 535 5219	UNIFORM EXPENSE	2,900
UNIFORMS - \$200 EST EXP X 11 EMPLOYEES	2,200	
UNIFORM REPAIRS (ESTIMATED)	200	
CLOTHING ALLOWANCE - 1 @ \$100 X 30%	100	
CLOTHING ALLOWANCE - 2 @ \$600 X 20%	100	
TOOL ALLOWANCE - 1 @ \$200 X 33%	100	
UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 30%	100	
UNIFORMS - \$250 EST EXP X 1 EMPLOYEE X 33%	100	

BUDGET FY 2016-17

EXPENSES (Detail)

400	3020	535	5250	FUEL & OIL SUPPLIES	18,000
				WWTP VEHICLES (INCL LS, PORTABLE AND PW GENERATOR)	18,000
400	3020	535	5264	MACH/EQUIP CAPITAL-LIKE	40,200
				SPARE PUMP FOR LS #6	15,900
				SPARE IN-HOUSE LIFT STATION PUMP	9,000
				SPARE PUMP FOR LS #17	8,300
				SPARE PUMP FOR LS #20	7,000
400	3020	535	5400	BOOKS/PUBL/SUBSCR/MEMBERS	2,100
				DBPR 2 YR OPERATOR CERTIFICATES 7 @ \$100	700
				EVRWA MEMBERSHIP DUES - \$1,330 X 33%	500
				PW & PCOA MEMBERSHIPS - 11 @ \$30	400
				SUNSHINE STATE ONE CALL MEMBERSHIP - \$1,200 X 33%	400
				FLORIDA INDUSTRIAL PRETREATMENT ASSOCIATION 2@\$40	100
400	3020	535	5501	TRAINING & EDUCATION COST	4,000
				MISC TRAININGS: SAFETY, COLLECTIONS, BELT PRESS	2,000
				OPERATOR CERTIFICATION PROGRAMS	2,000
TOTAL FOR DEPT: 3020					1,831,100

BUDGET FY 2016-17

EXPENSES

WATER & SEWER FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	400 8110					
581	9101 TRANSFER TO GENERAL FUND	531,800	531,800	588,100	588,100	588,100
581	9110 TRANSFER TO REN & REPLACE	783,300	1,378,500	1,047,700	1,047,700	423,900
581	9120 TRANSFER TO DEBT SRVC FND	945,200	944,700	938,900	938,900	938,000
581	9122 TRANS TO SERIES 2005 DEBT	109,900	107,200	109,600	109,600	111,600
581	9150 TRANSFER TO STORMWATER	42,000	42,000	42,000	42,000	42,000
581	9160 TRANSFER TO CAPITAL PRJCT	1,500,261	0	0	0	0
581	9180 TRSF TO SRL-#2001 / 2005	201,300	201,300	201,300	201,300	201,300
581	9185 TRSF TO SRL DEBT - #2007	350,300	329,300	329,300	329,300	329,300
581	9187 TSFR to 2011 W&S R&R LOAN	330,200	328,800	325,500	325,500	330,300
581	9188 TSFR TO 2013 WTR MTR BOND	169,900	172,200	170,800	170,800	171,500
	Subtotal	4,964,161	4,035,800	3,753,200	3,753,200	3,136,000
INTERFUND TRANSFERS Total		4,964,161	4,035,800	3,753,200	3,753,200	3,136,000
FUND TOTALS		8,814,804	7,984,041	6,828,400	6,868,100	6,533,800

BUDGET FY 2016-17

EXPENSES (Detail)

400 8110 581 9101	TRANSFER TO GENERAL FUND	588,100
	TRANSFER TO GF	588,100
400 8110 581 9110	TRANSFER TO REN & REPLACE	423,900
	TRANSFER TO FD 480 FOR CAPITAL OUTLAY	423,900
400 8110 581 9120	TRANSFER TO DEBT SRVC FND	938,000
	TRANSFER TO DEBT SERVICE	938,000
400 8110 581 9122	TRANS TO SERIES 2005 DEBT	111,600
	TRANSFER TO DEBT SERVICE	111,600
400 8110 581 9150	TRANSFER TO STORMWATER	42,000
	TRANSFER TO STORMWATER	42,000
400 8110 581 9180	TRSF TO SRL-#2001 / 2005	201,300
	TRANSFER TO 472 DEBT SERVICE	160,500
	TRANSFER TO 475 DEBT SERVICE	40,800
400 8110 581 9185	TRSF TO SRL DEBT - #2007	329,300
	TRANSFER TO DEBT SERVICE	329,300
400 8110 581 9187	TSFR to 2011 W&S R&R LOAN	330,300
	TRANSFER TO DEBT SERVICE	330,300
400 8110 581 9188	TSFR TO 2013 WTR MTR BOND	171,500
	TRANSFER TO DEBT SERVICE	171,500
TOTAL FOR DEPT: 8110		3,136,000

BUDGET FY 2016-17

REVENUES

PROPRIETARY R&R FUND					FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CHARGES FOR SERVICES									
407	0000	343	3101	INSIDE CITY LIMITS	289,894	289,377	289,400	289,400	290,500
	0000		3110	OUTSIDE CITY LIMITS	4,630	4,653	4,600	4,600	4,600
	0000		5150	INSIDE CITY LIMITS	290,547	289,584	289,400	289,400	291,200
	0000		5160	OUTSIDE CITY LIMITS	4,225	4,247	4,600	4,600	4,600
					589,296	587,861	588,000	588,000	590,900
INTEREST EARNINGS									
407	0000	361	1000	INVESTMENTS	8	284	0	0	0
	0000		1500	STI - SUNTRUST INVESTMENT	23	0	0	0	0
					31	284	0	0	0
PROPRIETARY R&R FUND					589,327	588,145	588,000	588,000	590,900

BUDGET FY 2016-17

PROPRIETARY R&R FUND

EXPENSES

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
WATER UTILITY						
2 Operating	407 3010					
533	3400 OTHER SERVICES	8	247	0	0	0
533	4959 BAD DEBT EXPENSE	2,263	-365	2,000	2,000	2,000
	Subtotal	2,271	-118	2,000	2,000	2,000
WATER UTILITY	Total	2,271	-118	2,000	2,000	2,000
SEWER SERVICES						
2 Operating	407 3020					
535	4959 BAD DEBT EXPENSE	2,263	-365	2,000	2,000	2,000
	Subtotal	2,263	-365	2,000	2,000	2,000
SEWER SERVICES	Total	2,263	-365	2,000	2,000	2,000
INTERFUND TRANSFERS						
4 Debt Svc/	407 8110					
581	9130 TRANSFER TO WATER & SEWER	1,077,100	867,400	584,000	584,000	586,900
	Subtotal	1,077,100	867,400	584,000	584,000	586,900
INTERFUND TRANSFERS	Total	1,077,100	867,400	584,000	584,000	586,900
FUND TOTALS		1,081,634	866,917	588,000	588,000	590,900

BUDGET FY 2016-17					EXPENSES (Detail)
407	3010	533	4959	BAD DEBT EXPENSE	2,000
BAD DEBT EXPENSE					2,000
TOTAL FOR DEPT: 3010					2,000

BUDGET FY 2016-17

EXPENSES (Detail)

407	3020	535	4959	BAD DEBT EXPENSE	2,000
BAD DEBT EXPENSE					2,000
TOTAL FOR DEPT: 3020					2,000

BUDGET FY 2016-17

EXPENSES (Detail)

407 8110 581 9130	TRANSFER TO WATER & SEWER	586,900
	TRANSFER TO WATER AND SEWER FOR DEBT SERVICE	485,300
	TRANSFER TO WATER AND SEWER FOR CAPITAL	101,600
TOTAL FOR DEPT:	8110	586,900

BUDGET FY 2016-17

REVENUES

STORMWATER FUND				FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
CHARGES FOR SERVICES								
460	0000	343	9080 NON AD-VALOREM STORMWA	721,891	760,058	920,500	920,500	920,500
	0000		9081 STORMWATER, APARTMENT	16,196	16,196	0	0	0
	0000		9082 STORMWATER, COMMERCIAL	18,373	18,403	0	0	0
	0000		9085 STORMWATER, MULTI-FAMILY	5,638	5,638	0	0	0
	0000		9089 DELINQ NON AD-VAL STRMWT	34,063	1,583	0	0	0
				796,161	801,878	920,500	920,500	920,500
INTEREST EARNINGS								
460	0000	361	1000 INVESTMENTS	1,799	2,071	0	0	0
	0000		1500 STI - SUNTRUST INVESTMENT	38	37	0	0	0
				1,837	2,108	0	0	0
APPROPRIATIONS								
460	0000	380	1200 APPROP RES-STRM DRAIN	0	0	1,425,600	1,425,600	715,800
				0	0	1,425,600	1,425,600	715,800
TRANSFERS FROM ENTERPRISE OPERATIONS								
460	0000	381	1000 TRANSFER FRM W&S FUND	42,000	42,000	42,000	42,000	42,000
	0000		3000 TRANS FRM DEBT SERVICE	402,526	289,075	0	0	0
				444,526	331,075	42,000	42,000	42,000
STATE REVOLVING LOAN								
460	0000	389	4040 FMIT SAFETY GRANT	558	0	0	0	0
				558	0	0	0	0
STORMWATER FUND				1,243,082	1,135,061	2,388,100	2,388,100	1,678,300

BUDGET FY 2016-17

EXPENSES

STORMWATER FUND

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
STORMWATER MANAGEMENT							
1 Personnel	460	3080					
538	1100	EXECUTIVE SALARIES	6,630	6,873	9,400	9,400	8,600
538	1200	REGULAR SALARIES & WAGE	127,261	101,661	162,400	162,400	153,100
538	1300	OTHER SALARIES & WAGES	0	14	0	0	0
538	1400	OVERTIME	418	212	1,200	1,200	1,100
538	2100	FICA/MEDICARE TAXES	9,470	8,760	13,400	13,400	12,600
538	2200	RETIREMENT CONTRIBUTION	17,105	14,607	15,400	15,400	14,300
538	2300	LIFE & HEALTH INSURANCE	25,761	23,251	31,000	31,000	31,000
538	2400	WORKERS COMP INSURANCE	1,862	11,933	10,100	10,100	10,200
538	2500	UNEMPLOYMENT COMP	1,236	809	300	300	0
		Subtotal	189,743	168,120	243,200	243,200	230,900

BUDGET FY 2016-17

EXPENSES

STORMWATER FUND

			FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
2 Operating	460	3080					
538	3101	PROFESSIONAL SERVICES	23,235	99,899	11,000	11,000	16,000
538	3400	OTHER SERVICES	80,669	82,373	99,300	99,300	99,300
538	4001	REGULAR TRAVEL	197	106	500	500	500
538	4100	COMMUNICATION SERVICES	241	348	1,100	1,100	1,300
538	4200	POSTAGE, FRT, EXPRESS	233	92	500	500	500
538	4301	UTILITY SERVICES	22,067	22,711	26,000	26,000	26,000
538	4400	RENTALS & LEASES	759	1,036	1,700	1,700	3,600
538	4500	INSURANCE/NON-EMPLOYEE	5,525	-8,325	4,600	4,600	4,600
538	4601	REPAIRS & MAINTENANCE	17,125	10,888	34,400	24,400	34,500
538	4611	MAINTENANCE CONTRACTS	283	1,026	1,400	1,400	2,100
538	4650	VEHICLE REPAIRS	20,263	14,776	30,000	40,000	35,000
538	4700	PRINTING & BINDING	0	0	500	500	500
538	4959	BAD DEBT EXPENSE	-439	1,643	0	0	0
538	5100	OFFICE SUPPLIES	162	491	500	500	1,000
538	5201	OPERATING SUPPLIES	2,454	7,298	18,000	18,000	20,000
538	5202	COMPUTERS	0	375	0	0	0
538	5204	SMALL TOOLS & EQUIPMENT	0	112	1,000	1,000	1,000
538	5219	UNIFORM EXPENSE	821	708	1,400	1,400	1,400
538	5250	FUEL & OIL SUPPLIES	25,890	21,109	26,000	26,000	26,000
538	5264	MACH/EQUIP CAPITAL-LIKE	0	0	0	0	400
538	5300	ROAD MATERIAL & SUPPLIES	3,320	1,951	10,000	10,000	10,000
538	5400	BOOKS/PUBL/SUBSCR/MEMBERS	715	835	1,400	1,400	1,400
538	5501	TRAINING & EDUCATION COST	602	348	1,300	1,300	1,300
538	5920	DEPRECIATION EXPENSE	294,732	286,376	0	0	0
		Subtotal	498,854	546,176	270,600	270,600	286,400
3 Capital	460	3080					
538	6100	LAND	0	0	500,000	500,000	30,000
538	6300	INFRASTRUCTURE	0	0	795,600	795,600	654,000
538	6400	MACHINERY & EQUIPMENT	0	0	138,000	138,000	36,300
		Subtotal	0	0	1,433,600	1,433,600	720,300
STORMWATER MANAGE	Total		688,597	714,296	1,947,400	1,947,400	1,237,600

BUDGET FY 2016-17

EXPENSES (Detail)

460 3080 538 1100	EXECUTIVE SALARIES	8,600
EXECUTIVE SALARIES		8,600
A PUBLIC WORKS DIRECTOR 10%		
460 3080 538 1200	REGULAR SALARIES & WAGE	153,100
REGULAR SALARIES		153,100
A DEPUTY PUBLIC WORKS DIRECTOR 15%		
B ADMINISTRATIVE ASSISTANT 15%		
C STREETS & DRAINAGE SUPERVISOR 50%		
D LEAD EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (2)		
F MECHANIC 34%		
460 3080 538 1400	OVERTIME	1,100
OVERTIME		1,100
460 3080 538 2100	FICA/MEDICARE TAXES	12,600
FICA AND MEDICARE		12,600
460 3080 538 2200	RETIREMENT CONTRIBUTION	14,300
RETIREMENT CONTRIBUTIONS		14,300
460 3080 538 2300	LIFE & HEALTH INSURANCE	31,000
MEDICAL AND LIFE INSURANCE		31,000
460 3080 538 2400	WORKERS COMP INSURANCE	10,200
WORKERS COMPENSATION INSURANCE		10,200
460 3080 538 3101	PROFESSIONAL SERVICES	16,000
NPDES MS4 PERMIT		9,000
MISCELLANEOUS STORMWATER ENGINEERING		5,000
OTHER PERMITS & REQUIREMENTS		2,000
460 3080 538 3400	OTHER SERVICES	99,300
STREET SWEEPING CONTRACT		42,500
FLORIDA DEPT OF CORRECTION CONTRACT @ 50%		28,800
SPECIAL ASSESSMENT CALCULATION REVIEW		20,000
RETENTION POND MAINTENANCE		8,000
460 3080 538 4001	REGULAR TRAVEL	500
FLORIDA STORMWATER ANNUAL CONFERENCE		300
MEAL ALLOWANCE; MILEAGE, LODGING		200
460 3080 538 4100	COMMUNICATION SERVICES	1,300
CELL PHONE ALLOWANCE - 1 @ \$600 X 50% (JZ ALL 460)		600
CELL PHONE - CORRECTIONS OFC PER #WS962 @ 50%		300
CELL PHONE ALLOWANCE- 2 @ \$600 X 10%		200
ON CALL CELL PHONE - \$600 @ 33%		200

BUDGET FY 2016-17

EXPENSES (Detail)

460 3080 538 4200	POSTAGE, FRT, EXPRESS	500
	POSTAGE; FREIGHT; EXPRESS	500
460 3080 538 4301	UTILITY SERVICES	26,000
	UTILITY SERVICES	26,000
460 3080 538 4400	RENTALS & LEASES	3,600
	PW PLOTTER PRINTER LEASE - \$5,412 X 33% = \$1,804	1,900
	MISCELLANEOUS EQUIPMENT RENTALS	1,000
	PW COPIER LEASE @ 25%	700
460 3080 538 4500	INSURANCE/NON-EMPLOYEE	4,600
	NON-EMPLOYEE INSURANCE	4,600
460 3080 538 4601	REPAIRS & MAINTENANCE	34,500
	SW PIPE REPAIR; LINING; REPLACEMENT, ETC	20,000
	CATCH BASIN AND STORMWATER MANHOLE REPAIRS	5,000
	FOUNTAIN PUMPS & CONTROLS	5,000
	FEC ANNUAL BLANKET UTILITY CROSSING FEES	3,500
	RADIO REPAIRS FOR ALL SW RADIOS (ESTIMATED)	1,000
460 3080 538 4611	MAINTENANCE CONTRACTS	2,100
	ANNUAL RADIO SYSTEM MAINTENANCE (ALL SW RADIOS)	900
	PW PLOTTER PRINTER MAINT - \$2,028 X 33% = \$676	700
	COPIER & PRINTER MAINTENANCE CONTRACT/COPY FEES	500
460 3080 538 4650	VEHICLE REPAIRS	35,000
	STORMWATER VEHICLE REPAIRS; HEAVY EQUIPMENT; PUMPS	35,000
460 3080 538 4700	PRINTING & BINDING	500
	STORMWATER LITERATURE HANDOUTS (NPDES)	500
460 3080 538 5100	OFFICE SUPPLIES	1,000
	PAPER, ENVELOPES, ETC	500
	PW PLOTTER SUPPLIES (EST) \$1,473.83X33% = \$491.29	500
460 3080 538 5201	OPERATING SUPPLIES	20,000
	PIPE, MANHOLE COVERS, BASIN GRATES, SUPPLIES, ETC	20,000
460 3080 538 5204	SMALL TOOLS & EQUIPMENT	1,000
	MISCELLANEOUS TOOLS	1,000
460 3080 538 5219	UNIFORM EXPENSE	1,400
	UNIFORMS - \$180 EST EXP X7 EMPLOYEES X 50%	700
	UNIFORM REPAIRS (ESTIMATED)	200
	CLOTHING ALLOWANCE - 1 @ \$100 X 10%	100
	CLOTHING ALLOWANCE - 2 @ \$200 X 10%	100
	TOOL ALLOWANCE - 1 @ \$200 X 33%	100
	UNIFORMS - \$130 EST EXP X1 EMPLOYEE X 10%	100
	UNIFORMS - \$250 EST EXP X1 EMPLOYEE @ 33%	100

BUDGET FY 2016-17

EXPENSES (Detail)

460 3080 538 5250	FUEL & OIL SUPPLIES	26,000
	GASOLINE & DIESEL FUEL, OIL, HYDRAULIC FLUID, ETC	26,000
460 3080 538 5264	MACH/EQUIP CAPITAL-LIKE	400
	INVERTER FOR INMATE VAN	400
460 3080 538 5300	ROAD MATERIAL & SUPPLIES	10,000
	SHELL, LIMEROCK, DIRT, CEMENT, ASPHALT, ETC.	10,000
460 3080 538 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,400
	EVROWA MEMBERSHIP DUES - \$1,330 X 33%	500
	FLORIDA STORMWATER ASSOCIATION MEMBERSHIP	500
	SUNSHINE STATE ONE CALL - \$1,200 X 33%	400
460 3080 538 5501	TRAINING & EDUCATION COST	1,300
	MISC TRAINING COURSES, SEMINARS: SAFETY, MAINT, ETC	1,300
460 3080 538 6100	LAND	30,000
	LAND PURCHASE/DETENTION POND @ 471-475 FERNDAL ST	30,000
460 3080 538 6300	INFRASTRUCTURE	654,000
	7TH ST STORMWATER OUTFALL (CARRYOVER)	300,000
	PIPE LINING TUSCALOOSA DR FROM ICH ST TO NORTH END	244,000
	FERNDAL ST DETENTION POND ENGINEERING ONLY	90,000
	5TH STREET DUCKBILL VALVE	10,000
	8TH STREET DUCKBILL VALVE	10,000
460 3080 538 6400	MACHINERY & EQUIPMENT	36,300
	SMALL EXCAVATOR/DITCH BUCKET	18,000
	GRAPPLE RAKE FOR CAT BACKHOE #147	6,000
	LASER LEVEL	4,600
	FORKS FOR CAT BACKHOE #147	3,500
	LIGHT TOWER @ 33%	2,900
	ARROW BOARDS FOR TRUCKS #136 AND #764	1,300
TOTAL FOR DEPT: 3080		1,237,600

BUDGET FY 2016-17

EXPENSES

STORMWATER FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	460 8110					
581	9101 TRANSFER TO GENERAL FUND	50,000	50,000	87,000	87,000	87,000
581	9120 TRANSFER TO DEBT SRVC FND	163,328	0	0	0	0
581	9180 TRSF TO SRL-#2001 / 2005	353,700	353,700	353,700	353,700	353,700
	Subtotal	567,028	403,700	440,700	440,700	440,700
INTERFUND TRANSFERS	Total	567,028	403,700	440,700	440,700	440,700
FUND TOTALS		1,255,625	1,117,996	2,388,100	2,388,100	1,678,300

BUDGET FY 2016-17

EXPENSES (Detail)

460 8110 581 9101	TRANSFER TO GENERAL FUND	87,000
	TRANSFER TO GF	87,000
460 8110 581 9180	TRSF TO SRL-#2001 / 2005	353,700
	TRANSFER TO DEBT SERVICE	353,700
TOTAL FOR DEPT: 8110		440,700

BUDGET FY 2016-17

REVENUES

STORMWTR DRAINAGE DEBT SV	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
461 0000 361 1500 STI - SUNTRUST INVESTMENT	17	10	0	0	0
	17	10	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
461 0000 381 7500 TRANSFER FRM STORMWATER	353,700	353,700	353,700	353,700	353,700
	353,700	353,700	353,700	353,700	353,700
STORMWTR DRAINAGE DEBT SV	353,717	353,710	353,700	353,700	353,700

BUDGET FY 2016-17

EXPENSES

STORMWTR DRAINAGE DEBT SV

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	461 1701					
517	7180 DEBT SERVICE	0	0	295,800	295,800	302,700
517	7280 DEBT SERVICE	69,735	63,152	57,900	57,900	51,000
	Subtotal	69,735	63,152	353,700	353,700	353,700
DEBT SERVICE	Total	69,735	63,152	353,700	353,700	353,700
INTERFUND TRANSFERS						
4 Debt Svc/	461 8110					
581	9150 TRANSFER TO STORMWATER	402,526	289,075	0	0	0
	Subtotal	402,526	289,075	0	0	0
INTERFUND TRANSFERS	Total	402,526	289,075	0	0	0
FUND TOTALS		472,261	352,227	353,700	353,700	353,700

BUDGET FY 2016-17

EXPENSES (Detail)

461 1701 517 7180	DEBT SERVICE	302,700
PRINCIPAL		302,700
461 1701 517 7280	DEBT SERVICE	51,000
INTEREST		51,000
TOTAL FOR DEPT: 1701		353,700

BUDGET FY 2016-17

REVENUES

DEBT SERVICE	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
471 0000 361 1500 STI - SUNTRUST INVESTMENT	54	54	0	0	0
	54	54	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
471 0000 381 1000 TRANSFER FRM W&S FUND	945,200	944,700	938,900	938,900	938,000
	945,200	944,700	938,900	938,900	938,000
DEBT SERVICE	945,254	944,754	938,900	938,900	938,000

BUDGET FY 2016-17

EXPENSES

DEBT SERVICE

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	471 1701					
517	7160 WATER & SEWER BONDS	0	0	810,000	810,000	820,000
517	7260 WATER & SEWER BONDS	150,150	134,648	126,800	126,800	110,900
	Subtotal	150,150	134,648	936,800	936,800	930,900
DEBT SERVICE	Total	150,150	134,648	936,800	936,800	930,900
INTERFUND TRANSFERS						
4 Debt Svc/	471 8110					
581	9130 TRANSFER TO WATER & SEWER	740,000	795,000	0	0	0
	Subtotal	740,000	795,000	0	0	0
INTERFUND TRANSFERS	Total	740,000	795,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	471 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,100	2,100	7,100
	Subtotal	0	0	2,100	2,100	7,100
OTHER NONOPERATING	Total	0	0	2,100	2,100	7,100
FUND TOTALS		890,150	929,648	938,900	938,900	938,000

BUDGET FY 2016-17

EXPENSES (Detail)

471	1701	517	7160	WATER & SEWER BONDS	820,000
				PRINCIPAL	820,000
471	1701	517	7260	WATER & SEWER BONDS	110,900
				INTEREST	110,900
TOTAL FOR DEPT:			1701		930,900

BUDGET FY 2016-17

EXPENSES (Detail)

471 9010 590 9901	BUDGET RESVE/CONTINGENCY	7,100
	RESERVE/CONTINGENCY	7,100
TOTAL FOR DEPT:	9010	7,100

BUDGET FY 2016-17

REVENUES

STATE LOAN DEBT SERVICE	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
472 0000 361 1500 STI - SUNTRUST INVESTMENT	5	5	0	0	0
	5	5	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
472 0000 381 1000 TRANSFER FRM W&S FUND	160,500	160,500	160,500	160,500	160,500
	160,500	160,500	160,500	160,500	160,500
STATE LOAN DEBT SERVICE	160,505	160,505	160,500	160,500	160,500

BUDGET FY 2016-17

EXPENSES

STATE LOAN DEBT SERVICE

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	472 1701					
517	7180 DEBT SERVICE	0	0	134,400	134,400	138,600
517	7280 DEBT SERVICE	32,652	28,647	26,100	26,100	21,900
	Subtotal	32,652	28,647	160,500	160,500	160,500
DEBT SERVICE	Total	32,652	28,647	160,500	160,500	160,500
INTERFUND TRANSFERS						
4 Debt Svc/	472 8110					
581	9130 TRANSFER TO WATER & SEWER	126,317	130,276	0	0	0
	Subtotal	126,317	130,276	0	0	0
INTERFUND TRANSFERS	Total	126,317	130,276	0	0	0
FUND TOTALS		158,969	158,923	160,500	160,500	160,500

BUDGET FY 2016-17

EXPENSES (Detail)

472 1701 517 7180	DEBT SERVICE	138,600
PRINCIPAL		138,600
472 1701 517 7280	DEBT SERVICE	21,900
INTEREST		21,900
TOTAL FOR DEPT: 1701		160,500

BUDGET FY 2016-17

REVENUES

W&S SERIES 2005 DEBT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
474 0000 361 1500 STI - SUNTRUST INVESTMENT	6	6	0	0	0
	6	6	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
474 0000 381 1000 TRANSFER FRM W&S FUND	109,900	107,200	109,600	109,600	111,600
	109,900	107,200	109,600	109,600	111,600
W&S SERIES 2005 DEBT	109,906	107,206	109,600	109,600	111,600

BUDGET FY 2016-17

EXPENSES

W&S SERIES 2005 DEBT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	474 1701					
517	7170 SERIES 2005	0	0	70,000	70,000	75,000
517	7270 2005 SERIES	39,892	37,181	37,200	37,200	34,600
	Subtotal	39,892	37,181	107,200	107,200	109,600
DEBT SERVICE	Total	39,892	37,181	107,200	107,200	109,600
INTERFUND TRANSFERS						
4 Debt Svc/	474 8110					
581	9130 TRANSFER TO WATER & SEWER	65,000	70,000	0	0	0
	Subtotal	65,000	70,000	0	0	0
INTERFUND TRANSFERS	Total	65,000	70,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	474 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,400	2,400	2,000
	Subtotal	0	0	2,400	2,400	2,000
OTHER NONOPERATING	Total	0	0	2,400	2,400	2,000
FUND TOTALS		104,892	107,181	109,600	109,600	111,600

BUDGET FY 2016-17

EXPENSES (Detail)

474 1701 517 7170	SERIES 2005	75,000
PRINCIPAL		75,000
474 1701 517 7270	2005 SERIES	34,600
INTEREST		34,600
TOTAL FOR DEPT: 1701		109,600

BUDGET FY 2016-17

EXPENSES (Detail)

474	9010	590	9901	BUDGET RESVE/CONTINGENCY	2,000
				RESERVE/CONTINGENCY	2,000
TOTAL FOR DEPT:				9010	2,000

BUDGET FY 2016-17

REVENUES

W&S SRF - 2005 DEBT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
475 0000 361 1500 STI - SUNTRUST INVESTMENT	1	1	0	0	0
	1	1	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
475 0000 381 1000 TRANSFER FRM W&S FUND	40,800	40,800	40,800	40,800	40,800
	40,800	40,800	40,800	40,800	40,800
W&S SRF - 2005 DEBT	40,801	40,801	40,800	40,800	40,800

BUDGET FY 2016-17

EXPENSES

W&S SRF - 2005 DEBT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	475 1701					
517	7180 DEBT SERVICE	0	0	31,500	31,500	32,900
517	7280 DEBT SERVICE	9,639	8,975	9,300	9,300	7,900
	Subtotal	9,639	8,975	40,800	40,800	40,800
DEBT SERVICE	Total	9,639	8,975	40,800	40,800	40,800
INTERFUND TRANSFERS						
4 Debt Svc/	475 8110					
581	9130 TRANSFER TO WATER & SEWER	30,831	31,488	0	0	0
	Subtotal	30,831	31,488	0	0	0
INTERFUND TRANSFERS	Total	30,831	31,488	0	0	0
FUND TOTALS		40,470	40,463	40,800	40,800	40,800

BUDGET FY 2016-17

EXPENSES (Detail)

475 1701 517 7180	DEBT SERVICE	32,900
PRINCIPAL		32,900
475 1701 517 7280	DEBT SERVICE	7,900
PRINCIPAL		7,900
TOTAL FOR DEPT:	1701	40,800

BUDGET FY 2016-17

REVENUES

W&S R&R SERIES 2011 DEBT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
476 0000 361 1500 STI - SUNTRUST INVESTMENT	9	10	0	0	0
	9	10	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
476 0000 381 1000 TRANSFER FRM W&S FUND	350,300	329,300	329,300	329,300	329,300
	350,300	329,300	329,300	329,300	329,300
W&S R&R SERIES 2011 DEBT	350,309	329,310	329,300	329,300	329,300

BUDGET FY 2016-17**EXPENSES****W&S R&R SERIES 2011 DEBT**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	476 1701					
517	7180 DEBT SERVICE	0	0	247,400	247,400	252,800
517	7280 DEBT SERVICE	92,127	86,953	81,900	81,900	76,500
	Subtotal	92,127	86,953	329,300	329,300	329,300
DEBT SERVICE	Total	92,127	86,953	329,300	329,300	329,300
INTERFUND TRANSFERS						
4 Debt Svc/	476 8110					
581	9185 TRSF TO SRL DEBT - #2007	236,920	242,089	0	0	0
	Subtotal	236,920	242,089	0	0	0
INTERFUND TRANSFERS	Total	236,920	242,089	0	0	0
FUND TOTALS		329,047	329,042	329,300	329,300	329,300

BUDGET FY 2016-17

EXPENSES (Detail)

476 1701 517 7180	DEBT SERVICE	252,800
PRINCIPAL		252,800
476 1701 517 7280	DEBT SERVICE	76,500
INTEREST		76,500
TOTAL FOR DEPT: 1701		329,300

BUDGET FY 2016-17

REVENUES

W&S R&R SERIES 2011 DEBT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
477 0000 361 1500 STI - SUNTRUST INVESTMENT	11	15	0	0	0
	11	15	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
477 0000 381 1000 TRANSFER FRM W&S FUND	330,200	328,800	325,500	325,500	330,300
	330,200	328,800	325,500	325,500	330,300
W&S R&R SERIES 2011 DEBT	330,211	328,815	325,500	325,500	330,300

BUDGET FY 2016-17

EXPENSES

W&S R&R SERIES 2011 DEBT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	477 1701					
517	7177 2011 W&S R&R BOND	0	0	190,000	190,000	200,000
517	7277 2011 W&S R&R BOND	0	138,746	135,500	135,500	128,800
	Subtotal	0	138,746	325,500	325,500	328,800
DEBT SERVICE	Total	0	138,746	325,500	325,500	328,800
INTERFUND TRANSFERS						
4 Debt Svc/	477 8110					
581	9130 TRANSFER TO WATER & SEWER	180,000	185,000	0	0	0
	Subtotal	180,000	185,000	0	0	0
INTERFUND TRANSFERS	Total	180,000	185,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	477 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	0	0	1,500
	Subtotal	0	0	0	0	1,500
OTHER NONOPERATING	Total	0	0	0	0	1,500
FUND TOTALS		180,000	323,746	325,500	325,500	330,300

BUDGET FY 2016-17

EXPENSES (Detail)

477 1701 517 7177	2011 W&S R&R BOND	200,000
PRINCIPAL		200,000
477 1701 517 7277	2011 W&S R&R BOND	128,800
INTEREST		128,800
TOTAL FOR DEPT: 1701		328,800

BUDGET FY 2016-17

EXPENSES (Detail)

477 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,500
	RESERVE/ CONTINGENCY	1,500
TOTAL FOR DEPT:	9010	1,500

BUDGET FY 2016-17

REVENUES

W&S WTR MTR,SER.2013 DEBT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
TRANSFERS FROM ENTERPRISE OPERATIONS					
478 0000 381 1000 TRANSFER FRM W&S FUND	169,900	172,200	170,800	170,800	171,500
	169,900	172,200	170,800	170,800	171,500
W&S WTR MTR,SER.2013 DEBT	169,900	172,200	170,800	170,800	171,500

BUDGET FY 2016-17

EXPENSES

W&S WTR MTR,SER.2013 DEBT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
DEBT SERVICE						
4 Debt Svc/	478 1701					
517	7178 SERIES 2013 WTR MTR BOND	0	0	145,000	145,000	145,000
517	7278 SERIES 2013 WTR MTR BOND	0	27,160	25,800	25,800	23,000
	Subtotal	0	27,160	170,800	170,800	168,000
DEBT SERVICE	Total	0	27,160	170,800	170,800	168,000
INTERFUND TRANSFERS						
4 Debt Svc/	478 8110					
581	9130 TRANSFER TO WATER & SEWER	0	177,499	0	0	0
	Subtotal	0	177,499	0	0	0
INTERFUND TRANSFERS	Total	0	177,499	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	478 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	0	0	3,500
	Subtotal	0	0	0	0	3,500
OTHER NONOPERATING	Total	0	0	0	0	3,500
FUND TOTALS		0	204,659	170,800	170,800	171,500

BUDGET FY 2016-17

EXPENSES (Detail)

478 1701 517 7178	SERIES 2013 WTR MTR BOND	145,000
PRINCIPAL		145,000
478 1701 517 7278	SERIES 2013 WTR MTR BOND	23,000
INTEREST		23,000
TOTAL FOR DEPT: 1701		168,000

BUDGET FY 2016-17

EXPENSES (Detail)

478 9010 590 9901	BUDGET RESVE/CONTINGENCY	3,500
	RESERVE/CONTINGENCY	3,500
TOTAL FOR DEPT:	9010	3,500

BUDGET FY 2016-17

REVENUES

RENEWAL & REPLACEMENT	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTEREST EARNINGS					
480 0000 361 1000 INVESTMENTS	79	2,296	0	0	0
0000 1500 STI - SUNTRUST INVESTMENT	95	93	0	0	0
	174	2,389	0	0	0
APPROPRIATIONS					
480 0000 380 1000 APPROPRIATED FUND BAL	0	0	1,405,000	1,405,000	478,200
	0	0	1,405,000	1,405,000	478,200
TRANSFERS FROM ENTERPRISE OPERATIONS					
480 0000 381 1000 TRANSFER FRM W&S FUND	783,300	1,378,500	1,047,700	1,047,700	423,900
0000 4100 TRNSFR FRM WTR IMPACT FEE	0	0	0	0	250,000
0000 4200 TRNSFR FRM SWR IMPACT FEE	0	0	0	0	381,000
	783,300	1,378,500	1,047,700	1,047,700	1,054,900
RENEWAL & REPLACEMENT	783,474	1,380,889	2,452,700	2,452,700	1,533,100

BUDGET FY 2016-17

EXPENSES

RENEWAL & REPLACEMENT

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
WATER UTILITY						
2 Operating	480 3010					
533	3400 OTHER SERVICES	79	2,054	0	0	0
	Subtotal	79	2,054	0	0	0
3 Capital	480 3010					
533	6100 LAND	0	0	400,000	0	0
533	6300 INFRASTRUCTURE	0	0	36,000	918,000	297,000
533	6400 MACHINERY & EQUIPMENT	0	0	557,500	2,500	9,900
533	6500 CONSTRUCTION IN PROGRESS	0	0	37,500	37,500	0
	Subtotal	0	0	1,031,000	958,000	306,900
WATER UTILITY	Total	79	2,054	1,031,000	958,000	306,900
SEWER SERVICES						
3 Capital	480 3020					
535	6300 INFRASTRUCTURE	0	0	452,000	695,000	906,000
535	6400 MACHINERY & EQUIPMENT	0	0	199,200	4,200	155,400
535	6500 CONSTRUCTION IN PROGRESS	0	0	770,500	770,500	164,800
	Subtotal	0	0	1,421,700	1,469,700	1,226,200
SEWER SERVICES	Total	0	0	1,421,700	1,469,700	1,226,200
INTERFUND TRANSFERS						
4 Debt Svc/	480 8110					
581	9130 TRANSFER TO WATER & SEWER	406,178	519,978	0	0	0
	Subtotal	406,178	519,978	0	0	0
INTERFUND TRANSFERS	Total	406,178	519,978	0	0	0
FUND TOTALS		406,257	522,032	2,452,700	2,427,700	1,533,100

BUDGET FY 2016-17

EXPENSES (Detail)

480 3010 533 6300	INFRASTRUCTURE	297,000
	WATER MAIN REPLCMNT FLAMINGO & LAKEWOOD-IMPACT FEES	250,000
	SANDBLAST & PAINT SOFTENER #1 PER DOH	20,000
	V CONE FLOW METERS FOR WELLS 14, 16 AND 18	12,000
	VFD FOR SOFTENER #1 TURBINE DRIVE	10,000
	GATEWAY FOR WATER METER INFRASTRUCTURE	5,000
480 3010 533 6400	MACHINERY & EQUIPMENT	9,900
	REPLACEMENT OF 1993 JOHN DEERE GATOR #741	7,000
	LIGHT TOWER - \$8500 @ 33%	2,900
TOTAL FOR DEPT: 3010		306,900

BUDGET FY 2016-17

EXPENSES (Detail)

480	3020	535	6300	INFRASTRUCTURE	906,000
				REHAB LS#1 W/GEN&ENGINEERING (IMPACT FEES)	381,000
				REHABILITATION OF LS#7 + ENGINEERING	315,000
				(6) ISOLATION VALVES INSTALLED IN PLANT FORCE MAIN	170,000
				TOP ROLLER REPLACEMENT (NORTH/SOUTH PRESSES)	40,000
480	3020	535	6400	MACHINERY & EQUIPMENT	155,400
				EFFLUENT PUMP X3	125,000
				KSB REUSE TRANSFER PUMP	9,000
				GAS TANK REPLACEMENT FOR LS#2 GENERATOR	8,000
				SIGMA SAMPLER	6,500
				MOTORIZED SEWER LINE SNAKE/LIFT	4,000
				LIGHT TOWER - \$8,500 @ 33%	2,900
480	3020	535	6500	CONSTRUCTION IN PROGRESS	164,800
				SCADA SYSTEM UPGRADE FINAL ENGINEERING	164,800
TOTAL FOR DEPT: 3020					1,226,200

BUDGET FY 2016-17

REVENUES

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
WATER IMPACT FEES					
RESIDENTIAL IMPACT FEES					
481 0000 324 2100 RESIDENTIAL-PHYSICAL ENVN	2,844	1,422	2,000	2,000	2,000
0000 2200 COMMERCIAL-PHYSICAL ENVIR	4,491	1,422	0	0	2,000
	7,335	2,844	2,000	2,000	4,000
INTEREST EARNINGS					
481 0000 361 1500 STI - SUNTRUST INVESTMENT	62	62	0	0	600
	62	62	0	0	600
APPROPRIATIONS					
481 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	250,000
	0	0	0	0	250,000
WATER IMPACT FEES	7,397	2,906	2,000	2,000	254,600

BUDGET FY 2016-17**EXPENSES****WATER IMPACT FEES**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	481 8110					
581	9110 TRANSFER TO REN & REPLACE	0	0	0	0	250,000
	Subtotal	0	0	0	0	250,000
INTERFUND TRANSFERS	Total	0	0	0	0	250,000
OTHER NONOPERATING						
4 Debt Svc/	481 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,000	2,000	4,600
	Subtotal	0	0	2,000	2,000	4,600
OTHER NONOPERATING	Total	0	0	2,000	2,000	4,600
FUND TOTALS		0	0	2,000	2,000	254,600

BUDGET FY 2016-17

EXPENSES (Detail)

481 8110 581 9110	TRANSFER TO REN & REPLACE	250,000
	WATER MAIN REPLACEMENT FLAMINGO/LAKEWOOD	250,000
TOTAL FOR DEPT:	8110	250,000

BUDGET FY 2016-17

EXPENSES (Detail)

481 9010 590 9901	BUDGET RESVE/CONTINGENCY	4,600
	BUDGET RESERVE/CONTINGENCY	4,600
TOTAL FOR DEPT:	9010	4,600

BUDGET FY 2016-17

REVENUES

	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
SEWER IMPACT FEES					
RESIDENTIAL IMPACT FEES					
482 0000 324 2100 RESIDENTIAL-PHYSICAL ENVN	1,908	1,908	2,000	2,000	2,000
0000 2200 COMMERCIAL-PHYSICAL ENVIR	1,908	1,908	0	0	2,000
	3,816	3,816	2,000	2,000	4,000
INTEREST EARNINGS					
482 0000 361 1500 STI - SUNTRUST INVESTMENT	127	126	0	0	1,200
	127	126	0	0	1,200
APPROPRIATIONS					
482 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	381,000
	0	0	0	0	381,000
SEWER IMPACT FEES	3,943	3,942	2,000	2,000	386,200

BUDGET FY 2016-17**EXPENSES****SEWER IMPACT FEES**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	482 8110					
581	9110 TRANSFER TO REN & REPLACE	0	0	0	0	381,000
	Subtotal	0	0	0	0	381,000
INTERFUND TRANSFERS	Total	0	0	0	0	381,000
OTHER NONOPERATING						
4 Debt Svc/	482 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,000	2,000	5,200
	Subtotal	0	0	2,000	2,000	5,200
OTHER NONOPERATING	Total	0	0	2,000	2,000	5,200
FUND TOTALS		0	0	2,000	2,000	386,200

BUDGET FY 2016-17

EXPENSES (Detail)

482 8110 581 9110	TRANSFER TO REN & REPLACE	381,000
	REHABILITATION LS#1 W/GENERATOR & ENGINEERING	381,000
TOTAL FOR DEPT:	8110	381,000

BUDGET FY 2016-17

EXPENSES (Detail)

482 9010 590 9901	BUDGET RESVE/CONTINGENCY	5,200
	BUDGET RESERVE/CONTINGENCY	5,200
TOTAL FOR DEPT:	9010	5,200

BUDGET FY 2016-17

REVENUES

W&S R&R BOND SERIES 2011	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
APPROPRIATIONS					
487 0000 380 1000 APPROPRIATED FUND BAL	0	0	85,000	216,700	213,200
	0	0	85,000	216,700	213,200
W&S R&R BOND SERIES 2011	0	0	85,000	216,700	213,200

BUDGET FY 2016-17**EXPENSES****W&S R&R BOND SERIES 2011**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
WATER UTILITY						
3 Capital	487 3010					
533 6300 INFRASTRUCTURE		0	0	85,000	216,700	163,200
	Subtotal	0	0	85,000	216,700	163,200
WATER UTILITY	Total	0	0	85,000	216,700	163,200
SEWER SERVICES						
3 Capital	487 3020					
535 6300 INFRASTRUCTURE		0	0	0	0	50,000
	Subtotal	0	0	0	0	50,000
SEWER SERVICES	Total	0	0	0	0	50,000
INTERFUND TRANSFERS						
4 Debt Svc/	487 8110					
581 9130 TRANSFER TO WATER & SEWER		0	19,610	0	0	0
	Subtotal	0	19,610	0	0	0
INTERFUND TRANSFERS	Total	0	19,610	0	0	0
FUND TOTALS		0	19,610	85,000	216,700	213,200

BUDGET FY 2016-17

EXPENSES (Detail)

487 3010 533 6300	INFRASTRUCTURE	163,200
RAW WATER LINE RELOCATION DUE TO LPGA WIDENING		163,200
TOTAL FOR DEPT:	3010	163,200

BUDGET FY 2016-17

EXPENSES (Detail)

487 3020 535 6300	INFRASTRUCTURE	50,000
	LIFT STATION #18 SEALING & COATING WET WELL	25,000
	RESURFACE/SEAL WALLS OF MANHOLE STRUCTURES	25,000
TOTAL FOR DEPT:	3020	50,000

BUDGET FY 2016-17

REVENUES

W&S SER.2013 CONSTR FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
TRANSFERS FROM ENTERPRISE OPERATIONS					
488 0000 381 1000 TRANSFER FRM W&S FUND	1,500,261	0	0	0	0
	1,500,261	0	0	0	0
W&S SER.2013 CONSTR FUND	1,500,261	0	0	0	0

BUDGET FY 2016-17**EXPENSES****W&S SER.2013 CONSTR FUND**

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	488 8110					
581	9130 TRANSFER TO WATER & SEWER	1,453,254	15,932	0	0	0
	Subtotal	1,453,254	15,932	0	0	0
INTERFUND TRANSFERS	Total	1,453,254	15,932	0	0	0
FUND TOTALS		1,453,254	15,932	0	0	0

BUDGET FY 2016-17

REVENUES

SOLID WASTE FUND	FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
FRANCHISE FEES					
495 0000 323 7000 SOLID WASTE FRANCHISE FEE	1,070	1,000	0	0	2,000
	1,070	1,000	0	0	2,000
CHARGES FOR SERVICES					
495 0000 343 4040 REFUSE	276,007	243,769	2,379,100	2,379,100	0
0000 4041 REFUSE, APARTMENT	122,685	140,501	0	0	0
0000 4042 REFUSE, COMMERCIAL	845,891	875,649	0	0	1,274,100
0000 4043 REFUSE, CHURCH	11,506	13,200	0	0	0
0000 4044 REFUSE, GOVERNMENT	11,986	10,866	0	0	0
0000 4045 REFUSE, MULTI-FAMILY	71,498	80,791	0	0	0
0000 4046 REFUSE, MOBILE HOME	27,320	28,594	0	0	0
0000 4047 REFUSE, RESIDENTIAL	799,975	888,022	0	0	1,077,300
0000 4048 REFUSE, RESIDENT-COMMERCL	28,423	29,923	0	0	0
	2,195,291	2,311,315	2,379,100	2,379,100	2,351,400
INTEREST EARNINGS					
495 0000 361 1000 INVESTMENTS	819	2,287	400	400	1,500
0000 1500 STI - SUNTRUST INVESTMENT	67	95	100	100	1,100
	886	2,382	500	500	2,600
OTHER MISCELLANEOUS REVENUES					
495 0000 369 9500 RECYCLING REVENUES	346	1,047	500	500	1,000
	346	1,047	500	500	1,000
SOLID WASTE FUND	2,197,593	2,315,744	2,380,100	2,380,100	2,357,000

BUDGET FY 2016-17

EXPENSES

SOLID WASTE FUND

		FY13-14 Actuals	FY 14-15 Actuals	FY15-16 Original	FY15-16 Amended	FY16-17 Budget
SOLID WASTE						
2 Operating	495 3040					
534	3400 OTHER SERVICES	1,636,650	1,712,065	1,805,100	1,805,100	1,907,300
534	4100 COMMUNICATION SERVICES	600	1,902	1,600	1,600	2,000
534	4959 BAD DEBT EXPENSE	10,273	-678	10,000	10,000	10,000
534	5501 TRAINING & EDUCATION COST	1,762	0	0	0	0
	Subtotal	1,649,285	1,713,289	1,816,700	1,816,700	1,919,300
SOLID WASTE	Total	1,649,285	1,713,289	1,816,700	1,816,700	1,919,300
GARBAGE/SOLID WASTE ADMIN						
2 Operating	495 3070					
539	5920 DEPRECIATION EXPENSE	1,129	1,129	0	0	0
	Subtotal	1,129	1,129	0	0	0
GARBAGE/SOLID WASTE A	Total	1,129	1,129	0	0	0
INTERFUND TRANSFERS						
4 Debt Svc/	495 8110					
581	9101 TRANSFER TO GENERAL FUND	50,000	50,000	140,700	140,700	140,700
	Subtotal	50,000	50,000	140,700	140,700	140,700
INTERFUND TRANSFERS	Total	50,000	50,000	140,700	140,700	140,700
OTHER NONOPERATING						
4 Debt Svc/	495 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	422,700	422,700	297,000
	Subtotal	0	0	422,700	422,700	297,000
OTHER NONOPERATING	Total	0	0	422,700	422,700	297,000
FUND TOTALS		1,700,414	1,764,418	2,380,100	2,380,100	2,357,000

BUDGET FY 2016-17

EXPENSES (Detail)

495 3040 534 3400	OTHER SERVICES	1,907,300
	WASTE MANAGEMENT EXPENSE	1,885,000
	RCG CONSULTING	18,000
	TRAC EZ MUNI MONTHLY FEE	3,000
	BANK SERVICE CHGS (OFFSET BY ANALYSIS EARNINGS CR)	1,100
	MJ ALTMAN COLLECTIONS FEES	200
495 3040 534 4100	COMMUNICATION SERVICES	2,000
	BRIGHT HOUSE	2,000
495 3040 534 4959	BAD DEBT EXPENSE	10,000
	BAD DEBT EXPENSE	10,000
TOTAL FOR DEPT: 3040		1,919,300

BUDGET FY 2016-17

EXPENSES (Detail)

495 8110 581 9101	TRANSFER TO GENERAL FUND	140,700
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TRANSFER TO GENERAL FUND	140,700
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TOTAL FOR DEPT: 8110	140,700
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BUDGET FY 2016-17

EXPENSES (Detail)

495 9010 590 9901	BUDGET RESVE/CONTINGENCY	297,000
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CONTINGENCY	297,000
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TOTAL FOR DEPT:	9010	297,000
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BUDGET FY 2016-17

REVENUE

Grand Total	30,572,743	27,266,145	36,857,200	37,242,300	38,164,300
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BUDGET FY 2016-17

EXPENSES

	FY13-14	FY 14-15	FY15-16	FY15-16	FY16-17
	Actuals	Actuals	Original	Amended	Budget
Grand Total	28,109,020	25,255,601	36,857,200	37,252,300	38,164,300

Capital Expenditures Budgeted FY 2016-2017

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
110	2120	521	6400	MACHINERY	FURNITURE FOR SOFT INTERVIEW ROOM	1,000
		521	6400	MACHINERY	TASERS (21X1500)(TASER PLUS ACCESSORIES)	31,500
		521	6400	MACHINERY	REMODEL/UPDATE TRAINING ROOM (TVS,PROJECTOR)	6,000
110	FUND TOTAL					38,500
FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
130	5510	552	6300	INFRASTRUC	TRAFFIC MAST ARM 6TH OR 8TH STREET - TPO MATCH	30,000
		552	6300	INFRASTRUC	CRA DIST. OVERHEAD TO UNDERGROUND UTIL CARRYOVER	3,068,900
		552	6300	INFRASTRUC	US1 LANDSCAPING PROJECT (FDOT GRANT REIMBURSED)	500,000
		552	6300	INFRASTRUC	GATEWAY AND WAYFINDING SIGNAGE	200,000
		552	6300	INFRASTRUC	US1 LANDSCAPING TREE RELOCATION,IRRIGATION,SOD	100,000
		552	6300	INFRASTRUC	US1 LANDSCAPING PROJECT CONST ADMIN SERVICES	75,000
	5520	552	6400	MACHINERY	ACCESORIES TO CONVERT FORD EXPLORER TO PATROL	3,000
130	FUND TOTAL					3,976,900
FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
139	5590	552	6500	CONSTRUCTI	OVERHEAD TO UNDERGROUND UTILITY CONVERSION	3,787,400
139	FUND TOTAL					3,787,400
FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
140	3020	535	6300	INFRASTRUC	CDBG WW LIFT STATION #1 REFURBISHMENT	79,000
140	FUND TOTAL					79,000

ND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGET
01	1301	513	6400	MACHINERY	REPLACEMENT PRINTER FINLASER	4,000
		513	6400	MACHINERY	REPLACEMENT PRINTER PRCHECKS	1,000
		513	6400	MACHINERY	ACCOUNTING SOFTWARE REPLACEMENT	350,000
	1306	516	6400	MACHINERY	PD LAPTOPS	5,000
		516	6400	MACHINERY	SERVER VIRTUALIZATION/BUSINESS CONTINUITY	30,000
	1901	519	6400	MACHINERY	VEHICLE REPLACEMENT PROGRAM	120,000
	2110	521	6400	MACHINERY	ACCESSORIES TO CONVERT FORD EXPLORERS TO PATROL	6,000
		521	6400	MACHINERY	POLICE PATROL & CID VEHICLES (FORD FUSIONS)X4	72,000
		521	6400	MACHINERY	LIGHTING PACKAGES FOR NEW VEHICLES \$1,800X4	7,200
	4141	541	6300	INFRASTRUC	FLOMICH ST SIDEWALK CONSTRUCTION EST 10% TPO MATC	52,000
		541	6300	INFRASTRUC	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATC	5,000
		541	6300	INFRASTRUC	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	5,000
		541	6400	MACHINERY	GRACO LINE LAZER STREET STRIPER	15,000
		541	6400	MACHINERY	CONCRETE GRINDER	4,200
	4150	519	6400	MACHINERY	REPLACEMENT RADIOS	14,500
	4160	519	6400	MACHINERY	VAN TO REPLACE 1999 CHEVY S10 PICKUP #747	18,000
		519	6400	MACHINERY	MINI DUMP TRUCK TO REPLACE 1999 MINI DUMP #841	28,000
		519	6400	MACHINERY	VAN TO REPLACE VEHICLE #838 FORD RANGER 2001	18,000
		519	6400	MACHINERY	AIR COMPRESSOR FOR SHOP TRUCK	2,000
		519	6400	MACHINERY	SMALL EQUIPMENT/MOWER LIFT	1,700
	4172	572	6200	BUILDINGS	ROSS POINT PARK IMPROVEMENTS	100,000
		572	6200	BUILDINGS	REPLACEMENT OF SMALL EQUIP SHOP/WASTE STORAGE BL	65,000
		572	6200	BUILDINGS	RE-ROOFING OF N&S BLDGS AT HOLLYLAND INCL BBQ AREA	80,000
		572	6200	BUILDINGS	AIR CONDITIONING REPLACEMENTS	10,000
		572	6200	BUILDINGS	PARK PIER IMPROVEMENTS/WALKWAY	190,000
		572	6400	MACHINERY	COMMERCIAL GRADE LAWN ORNAMENTS	25,000
		572	6500	CONSTRUCTI	SUNRISE PARK S. IMPROVEMENTS (CONST) CARRYOVER	650,000
		572	6500	CONSTRUCTI	SUNRISE PARK S. IMPROVEMENTS (CONST) GRANT ADMIN	31,000
301	FUND TOTAL					1,909,600

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
460	3080	538	6100	LAND	LAND PURCHASE/DETENTION POND @ 471-475 FERNDALE	30,000
		538	6300	INFRASTRUC	7TH ST STORMWATER OUTFALL (CARRYOVER)	300,000
		538	6300	INFRASTRUC	FERNDALE ST DETENTION POND ENGINEERING ONLY	90,000
		538	6300	INFRASTRUC	8TH STREET DUCKBILL VALVE	10,000
		538	6300	INFRASTRUC	5TH STREET DUCKBILL VALVE	10,000
		538	6300	INFRASTRUC	PIPE LINING TUSCALOOSA DR FLOMICH ST TO NORTH END	244,000
		538	6400	MACHINERY	LASER LEVEL	4,600
		538	6400	MACHINERY	FORKS FOR CAT BACKHOE #147	3,500
		538	6400	MACHINERY	GRAPPLE RAKE FOR CAT BACKHOE #147	6,000
		538	6400	MACHINERY	ARROW BOARDS FOR TRUCKS #136 AND #764	1,300
		538	6400	MACHINERY	LIGHT TOWER @ 33%	2,900
		538	6400	MACHINERY	SMALL EXCAVATOR/DITCH BUCKET	18,000
460	FUND TOTAL					720,300

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
480	3010	533	6300	INFRASTRUC	V CONE FLOW METERS FOR WELLS 14, 16 AND 18	12,000
		533	6300	INFRASTRUC	WATER MAIN REPLCMNT FLAMINGO & LAKEWOOD-IMPACT	250,000
		533	6300	INFRASTRUC	VFD FOR SOFTENER #1 TURBINE DRIVE	10,000
		533	6300	INFRASTRUC	GATEWAY FOR WATER METER INFRASTRUCTURE	5,000
		533	6300	INFRASTRUC	SANDBLAST & PAINT SOFTENER #1 PER DOH	20,000
		533	6400	MACHINERY	LIGHT TOWER - \$8500 @ 33%	2,900
		533	6400	MACHINERY	REPLACEMENT OF 1993 JOHN DEERE GATOR #741	7,000
	3020	535	6300	INFRASTRUC	REHAB LS#1 W/GEN&ENGINEERING (IMPACT FEES)	381,000
		535	6300	INFRASTRUC	REHABILITATION OF LS#7 + ENGINEERING	315,000
		535	6300	INFRASTRUC	(6) ISOLATION VALVES INSTALLED IN PLANT FORCE MAIN	170,000
		535	6300	INFRASTRUC	TOP ROLLER REPLACEMENT (NORTH/SOUTH PRESSES)	40,000
		535	6400	MACHINERY	MOTORIZED SEWER LINE SNAKE/LIFT	4,000
		535	6400	MACHINERY	LIGHT TOWER - \$8,500 @ 33%	2,900
		535	6400	MACHINERY	EFFLUENT PUMP X3	125,000
		535	6400	MACHINERY	GAS TANK REPLACEMENT FOR LS#2 GENERATOR	8,000
		535	6400	MACHINERY	SIGMA SAMPLER	6,500
		535	6400	MACHINERY	KSB REUSE TRANSFER PUMP	9,000
		535	6500	CONSTRUCTI	SCADA SYSTEM UPGRADE FINAL ENGINEERING	164,800
480	FUND TOTAL					1,533,100

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	BUDGETED
487	3010	533	6300	INFRASTRUC	RAW WATER LINE RELOCATION DUE TO LPGA WIDENING	163,200
	3020	535	6300	INFRASTRUC	RESURFACE/SEAL WALLS OF MANHOLE STRUCTURES	25,000
		535	6300	INFRASTRUC	LIFT STATION #18 SEALING & COATING WET WELL	25,000
487	FUND TOTAL					213,200

GRAND TOTAL						12,258,000
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Resolution 2016-R-40 A Resolution of the City of Holly Hill, Florida, Setting the Final Stormwater Utility Fee at \$7.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1417)
APPLICANT:
PLANNER:

DISCUSSION:

In April 2010, the City of Holly Hill adopted the special assessment method of collecting stormwater fees. In order to follow the statutory process the City must adopt a rate annually by Resolution to provide to the property appraiser for collection purposes. Based on prior commission direction, staff is bringing for approval the rate of \$7.00 per month for each Equivalent Residential Unit. This equates to \$84.00 annually for single family homes.

FISCAL ANALYSIS:

The attached Resolution keeps the rate at \$84.00 annually. This resolution must be adopted to formally notify the property appraisers office per procedures found in State Statute.

STAFF RECOMMENDATION:

Approve Resolution 2016-R-40.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2016-R-40, SETTING THE FINAL STORMWATER RATE FOR COLLECTION THROUGH THE SPECIAL ASSESSMENT PROCESS.

Resolution No. (ID # 1417)

RESOLUTION 2016-R-40 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE FINAL STORMWATER UTILITY FEE AT \$7.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION**2016-R-40**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE FINAL STORMWATER UTILITY FEE AT \$7.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, due to the amount of stormwater maintenance required to preserve retention areas and canals in good condition, that it is in the best interest of the City of Holly Hill to set the stormwater utility fee at \$7.00 per equivalent residential unit (ERU) per month or \$84.00 per equivalent residential unit (ERU) per year; and

WHEREAS, for non-residential and multi-family properties, the City Commission has determined, based on the recommendation of the City Engineer, that the single-family equivalent unit should be 2,050 square feet.

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

SECTION 1. The Final stormwater utility fee is hereby set at \$7.00 per equivalent residential unit (ERU) per month or \$84.00 per equivalent residential unit (ERU) per year.

SECTION 2. For non-residential and multi-family properties the single-family equivalent unit shall be 2,050 square feet.

SECTION 3. A Public Hearing was held on September 12, 2016 to set the Final Rate.

SECTION 4. 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.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2016.



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Valerie Manning
SUBJECT: Minutes - August 23, 2016 - Regular City Commission Meeting
NUMBER: (ID # 1424)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the regular City Commission meeting held on August 23, 2016.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve August 23, 2016 minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - August 23, 2016 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 23, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Commissioner Currie led the invocation.

C. Pledge of Allegiance to the Flag

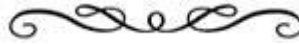
Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Early Learning Coalition of Flagler and Volusia

(Requested by Valerie Manning, City Clerk)



3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Mike Chuven, 407 Miriam Avenue, Holly Hill, stated he has a duplex across the street from his house, it has had good residents and bad residents in it. A while ago it ended up having some really bad people in there, he knew what they were doing and breaking the law but he couldn't figure it out but with the due diligence of the Police Department constantly visiting them and letting them know that are being watched, they decided it was better for them to move out of the City of Holly Hill than to continue to reside in and across from him so he just wanted to say thanks to the Police Department for all their great work and continuing to try and keep our city safe and clean.

Roger Healy, Charter Oaks Circle, Holly Hill, stated first he would like to thank Chief Aldrich for Coffee with a Cop that was put on at Teri's Place last week, it was well attended. He thinks those that came were really impressed with the knowledge of his staff and questions they were able to answer for those who were there. The second thing is in the papers recently and on the news, in the State of California in the San Francisco area and San Jose the average home in San Jose is \$700,000, in San Francisco it's a million dollars. Why can't the city inquire to start up companies out there and establish companies and tell them the benefits of Holly Hill and the price of homes and the availability of land to move the facilities here, including their employees where we have just as nice beaches, warmer water than the Pacific Ocean, a speedway that is state of the art and try and get a company to come to enhance a better tax base. At least it would be worth a few inquiries. He thinks they can get a list of companies on the Internet and contact those people and see if there is any interest at all. Bowling (?) Manufacturer moved to South Carolina in a triangle park of North Carolina, they have high tech companies. Boston and New Hampshire have major medical bio-tech companies but Florida seems to be dormant, except for warehouses. We can do better than warehouses if we try. It's frustrating to him and he's sure it is to many people that here they sit in dormant and make no attempt in doing anything about it. He thinks the City should show these people the land that it owns, the transportation that the city has, two major interstate's, a train service, a first class airport and why the city doesn't make an attempt is beyond him.

Mayor Penny stated Mr. Healy, what's important to know is that this Commission believes in doing just that and they have put their money where their mouth is and the city has hired Mr. Nick Conte a full-time position to do those very things. Thank you; the Commission agrees with you.

Commissioner Byrnes stated he attends the UCF Incubator which is a program for start up businesses where the State helps them. He has attended that on a regular basis and he reminds them that Holly Hill has programs in place that may help them. He is also a regular attendance at the Million Cups which happens in downtown Daytona. Again, it's all start-up businesses and looking for investment money and he reminds those folks Holly Hill is here, we are less expensive than most of the other cities for business. People just have to make a lot of calls. Sometimes it takes a long time.

Mr. Healy stated we have the best engineers on the East Coast, Embry-Riddle. There's Stetson University in DeLand, Daytona State College, and UCF. He doesn't see why the city doesn't make more of an effort. He knows the city is making some effort but we don't seem to be getting the results that's he's hoping for.

Frank Lewis, 302 Riverside Drive, Holly Hill, stated he may have an insignificant problem, he could be in the wrong place but he'll start here. He has spoken to a couple of people who may or may not be in this room. At 302 and 3rd Street there is Flamingo Florist that everyone is familiar with and now they have a roofing company there. It doesn't seem to fit into the flow of things and according to Municode Section 114.602 paragraph 5(a)(b), basically, what it is, it's industrial. It should be somewhere else. They get noise. They get drunk fights. They get auto shop on the weekends. Traffic gets blocked up. These people park in everybody's yard. When he left there to come to the meeting tonight there was at least four trucks, three trailers, all of their supplies are piled up outside the building. He thinks all of the

Commissioners have probably driven pass there and seen it. If you haven't, he invites them too. Any reason how a roofing company can...he's the last house on the scenic route. His family has been there since 1950. He has seen a lot of dumb things happen but he can't believe he has a roofing company, which should be on the other side of the railroad tracks. He would like to know who allowed that and how it happened?

Mayor Penny stated he will turn it over to Mr. Forte, the City Manager and he will turn it over to Code Enforcement but as he understood it that was their corporate office.

Mr. Lewis stated it's not a...it's a fancy office he's sure the guy got for his wife but all their trucks are there every night. At 6:00 AM he has headlights coming through his bedroom window and he's tired of it.

Mr. Forte stated they will take a look at it again. He did respond that one time when Commissioner Capers brought it to his attention and they sent Code Enforcement down there because they did have a lot of outside storage things. They will have to go in and see what they were licensed for versus what they are actually doing.

Commissioner Capers stated Mr. Lewis, I had noticed, we've got, to me, the best way that I can describe it, is ten pounds of stuff in a five pound bag.

Mr. Lewis stated, absolutely.

Commissioner Capers stated it's completely overrun, there's too many vehicles, too many trailers, there's too much stuff. They've got, to him, should have been a little building that could have been used to drop film to be picked up.

Mr. Lewis stated it used to be a photography studio.

Commissioner Capers stated that's about what it looks like. They have all those vehicles packed in there besides the new roofing equipment and materials. He's seen old roofing, he's seen where they have gone in there and dumped piles of stuff.

Mr. Lewis stated they store their garbage right out front in the trailers.

Commissioner Capers stated he's on it anyhow and he's glad that Mr. Lewis brought it up and we'll see if we can get that straightened out.

Mr. Lewis stated he appreciates their interest and he will check back.

4. APPROVAL OF MINUTES

1.

Minutes - July 26, 2016 - CRA Budget Workshop & Regular / CRA Meeting AND
August 9, 2016 Regular Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 23rd day of August, 2016, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 4)

Mr. Forte stated he wants to bring to the Commission's attention on the sick leave incentive sell back program, that takes effect starting October 1 this year. The employees that fall under this category will still get it as a lump sum payment without a buy back because it's from October the previous year so this is going in place this year, October 1 for next year. He just wants to make sure that's understood and then on item number 3, administrative leave, he needs to add the Fleet Manager to the list of exempt employees in their packets. That list is more of an advisory than anything else. People may come and go off of that list depending on their exempt status which is governed by other rules.

Mayor Penny opened public participation. No one spoke.

1. Resolution

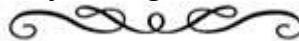
Resolution 2016-R-34 A Resolution of the City of Holly Hill, Florida, Amending Section 7.8 Sick Leave Incentive Pay of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 23rd day of August, 2016, in Holly Hill



2. Resolution

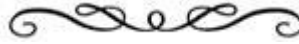
Resolution 2016-R-35 A Resolution of the City of Holly Hill, Florida, Amending Section 7.6 Bereavement Leave of the Personnel Rules and Regulations; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 23rd day of August, 2016, in Holly Hill



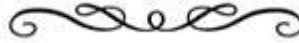
3.

Resolution 2016-R-36 A Resolution Amending the Personnel Rules and Regulations, Creating Section 7.21 Administrative Leave, for Exempt Employees who Do Not Earn Over Time or Comp Time.

(Requested by Joseph Forte, City Manager)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 23rd day of August, 2016, in Holly Hill



4. Resolution

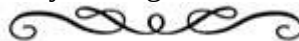
Resolution 2016-R-37 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with the Florida Department of Transportation for Traffic Signal Maintenance Compensation; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 23rd day of August, 2016, in Holly Hill



6. REGULAR AGENDA

1. Ordinance

Ordinance 2979 An Ordinance of the City of Holly Hill, Florida, Relating to Special Events; Creating a New Section of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Tom Harowski, City Planner, stated this is an ordinance the Planning Board has been working on for some time and its something from the staff perspective, that really needs to get clarified in terms of how they can deal with businesses that are interested in having a special event of a nature that's outside of the area wide event activities. A grand opening event where they will bring in a radio station and they will serve some food, those types of things. The city's ordinance is not as clear on how they handle those types of activities as it could be. They are pretty clear on how they handle the special event periods for Biketoberfest and Bike Week, that got that down. They understand how that works. For the rest of this and staff has had requests over the years and they seem to be increasing now as the economy seems to be recovering where people seem to be looking to do sales, customer appreciation activities, a whole range of stuff that they want to do on their property and often times those are outdoors. Outside the normal business premises. The Board of Planning and Appeals suggested putting together another section of the Code, as staff has been operating in a miss match of policies that's hard for them to understand and it's extremely difficult for the business community to understand too. The ordinance proposal that the Commission has before them, a lot of it is process, in terms of how staff reviews and what goes into the application. He thinks a couple of the key points is what they are saying here is an individual business can conduct onsite events and they have given the Commission some examples like special sales, grand opening events, customer appreciation, for a period of totaling 20 days per year with a maximum length of 10 days on an individual event. As an example, they had a gentleman who wanted to do a special event for car sale, he had a car lot, he was licensed but he wanted to bring in a tent and do some additional promotion and run a seven day event, that type of thing is what staff expects the Commission will see. The recommendation is that the Commission not allow these to occur on vacant lots unless the Commission gives specific approval to do that. If someone wants to hold an event on a vacant lot they would need to come to the Commission and the Commission will need to decide if this is something that they would want to see and is worthwhile to do for the community. Otherwise, they may see somebody coming in dragging in twenty, thirty used cars and throwing them on the lot and selling them out of the back of a truck. The basic review process establishes a staff level committee where they can look at these and primarily they want to look at health and safety issues, access, whether or not they think the event is going to be significant enough that it needs the fire department to be aware of medical availability of medical personnel, spill over with parking issues, whether there is traffic control issues and maybe supplemental police effort might be needed for that and the majority of cases are probably not going to be required but at least it will have a review process where staff can say they really need to do this and have a way to do that. It opens the door, he thinks, for some creativity on part of the local businesses. The city isn't saying we're not prescribing any particularly any type of event or limiting them. It gives them an

opportunity to come in and do something and it gives them 20 free days a year essentially, to do that. They can do 21 day events, they can do two, ten day events or anything in between.

Mayor Penny stated paragraph B says that, "the event may occur no more than two times per site in a calendar year."

Mr. Harowski stated then they need to make sure that that's...

Mayor Penny stated he's okay with the twenty days but he's not okay with limiting it to two times per calendar year. Not everyone is going to have a ten day event.

Mr. Harowski stated, right.

Commissioner Byrnes stated and he doesn't want the city to be in violation.

Mr. Harowski stated good catch.

Mayor Penny stated he wasn't sure if that was a mistake or...

Mr. Harowski stated good catch. The one thing he does want to point out to the Commission and that's alcoholic beverages. He doesn't know how the Commission feels about that. The way that the draft ordinance is now, is that they are not prohibited. Just that if alcoholic beverages are served at a special event that they to tell staff that as part of the review application, they have to meet any applicable requirements as to the State Beverage laws and City codes but the city does say they can't do alcohol within 750 feet of a school. He will tell the Commission, within the last week staff had somebody come in who wanted to do an event where they were going to serve or proposing to serve alcohol outside which they normally do as part of their business but staff did have the inquiry.

Commissioner Capers stated this is strictly for the outside portion of the business that staff is saying they can't serve alcohol. In other words, if they are going to have a Christmas party inside and they had...

Mr. Harowski stated, right. It's just the outside.

Attorney Simpson stated he doesn't think the regulation applies to what they do inside. This doesn't apply at all. This only deals with outside sales.

Commissioner Capers stated, okay.

Attorney Simpson stated it's not stuff on city-owned property or city sponsored events.

Commissioner Byrnes asked can the food trucks get it? An alcohol license?

Mr. Harowski stated the food truck proposal is the next item. This is during a special event for business in general.

Commissioner Byrnes stated, okay.

Attorney Simpson stated he thinks a good example of what would fall under this is the Civil War Re-enactment. That would probably fall under this. Mr. Forte is checking to see if that is a city sponsored event or not.

Mayor Penny stated they would have to get a special permit because that's vacant land.

Attorney Simpson stated they would have to get the permit but it would have to come to the Commission for approval.

Mr. Harowski stated that was one of the things that led staff to suggest it.

Mr. Forte stated the Civil War event is on the city's calendar of events but it's not necessarily a city sponsored event so it would have to come before the Commission to get approval.

Attorney Simpson stated he thinks the other one and he thinks years and years ago when the city had the carnival in the Winn-Dixie parking lot, that would fall under this.

Commissioner Currie asked wouldn't the businesses that would want to have the alcoholic beverages already have to have a permit for their establishment?

Mr. Harowski stated honestly, he doesn't know if they can get a temporary permit if they don't normally serve alcoholic beverages.

Mayor Penny stated and it would also be the sale. If it's a Christmas party and you're giving it away, it's different than if you're selling it. Correct?

Attorney Simpson stated he doesn't know the answer to that. It's a State Law regulation.

Mr. Harowski stated he knows that they can get a permit for outdoor beverage sales because he has signed off on a couple of those for Bike Week related activities.

Commissioner Currie asked just like a temporary permit?

Mr. Harowski stated, yes. They limit it for the number of days that they can do that. The ones that have done that have also, normally, serve alcoholic beverages within the business. If someone wanted to have a BBQ event and offer a beer, he doesn't know what the requirement would be for that type of event.

Mr. Forte asked what is the direction on the alcohol? Are they going to proceed with allowing it if the property owner gets the special permit and State permit for that or does the Commission want to prohibit indoor consumption of alcohol?

Mayor Penny stated he personally feels if they have the State license they have the right. He just doesn't know if the Commission has to restrict it other than just schools, they have a restriction for churches too in the city's other ordinances.

Mr. Forte stated keep in mind, some churches will do an annual bazaar or...

Mayor Penny stated he's thinking Prince of Peace.

Mr. Forte stated they serve alcohol during those events. His question is going to come up, somebody is going to want to do an anniversary special event and want a beer booth either selling or giving away beer, wine or anything and its going to come down to researching this ordinance and right now it's silent so the Commission is going to have to put a paragraph in to allow it or a paragraph in to prohibit but he doesn't want it to be silent. It should be one way or the other.

Mr. Harowski stated they have a paragraph in there that permits it, Section 13 of the Ordinance. He wants to point out one thing, if a business comes in and gets a permit for Biketoberfest or for Bike Week to have an activity, those days don't count against the twenty days. That's a separate section of the code. The would still have an opportunity to do something else during the year.

Commissioner Byrnes stated his concern is if you're doing this in the businesses parking lot and you're selling beer out in public and people just come up and grab a beer and start walking down the street, the City doesn't allow, right Chief, if there is somebody walking down the street with an open container the police would stop them if they saw them.

Police Chief Aldrich stated, yes.

Commissioner Byrnes stated so the Commission would have to make sure there is something in the regulation if they are going to allow them to do that. He would prefer the Commission not too. If the business has a license to drink it inside then drink it inside and then come outside.

Mr. Forte stated he would think they will do this with some kind of a committee that when someone submits the application for the event that the committee, if they are requesting to serve or sell alcohol, the committee would recommend a coral where it can be consumed on the property away from the road frontage.

Commissioner Currie stated it already states in here Commissioner Byrnes that the alcohol shall not be transported beyond the designated area within the special event site.

Mr. Forte stated that's the coral area.

Commissioner Currie stated it does have that verbiage in the ordinance.

Commissioner Byrnes stated yes but they all know how things...

Commissioner Currie stated that becomes breaking the law and

Mr. Forte stated violating the ordinance.

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners:

Mike Chuven, 407 Miriam Avenue, Holly Hill, stated he would just like a clarification on something. UBIC does an outstanding job of having their food drive constantly to help the poor but he noticed reading these regulations about an event outside that takes more than 20% of the parking lot and also if police presence would be needed and a car did go out onto the street, is this going to affect UBIC's food drives that they have or does there need to be clarification or something in there that exempts them or churches, synagogue, whatever, or 501(c)(3) in general.

Mayor Penny stated Mr. Chuven is asking about the food pantry at UBIC once a week. Are they going to have to apply for this special permit or is the city going to restrict them because they do it 52 weeks out of the year.

Mr. Forte asked is that a special event?

Mr. Chuven stated it's not their main thing...being a church, their main thing is the service but what he's saying is in these regulations he saw that if someone has something that takes more than 20% of the parking lot, it's not allowed, if he read it correctly.

Mayor Penny stated it's his understanding that the food pantry is part of their mission. It's part of their ministry.

Attorney Simpson stated there is an exemption right now for tax exempt organizations indoor events conducted on property owned or leased by the organization if the event does not exceed the fire occupancy. Is this an indoor event?

Mayor Penny stated, no. It's an outdoor event.

Mr. Chuven stated he just wants to make sure that when someone is trying to do good for the community that they don't get caught up in the bureaucracy.

Mr. Forte stated there still has to be controls even for people that are doing good for the community. Rules apply for everyone.

Mr. Chuven stated so this would apply to them also. So they might have to change what they are able to do.

Mr. Forte stated he's not saying that. If they are talking specifically about UBIC then staff will have to take a look at their ministry and what they're doing that they've been doing once a week for the last five years.

Mayor Penny stated this isn't a special event.

Mr. Forte stated he doesn't think he would call that a special event.

Mayor Penny stated this is UBIC's standard operating.

Mayor Penny closed public participation.

Commissioner Byrnes was in opposition of the alcohol sales.

PASSED, 4-1.

RESULT:	APPROVED AT 1ST READING [4 TO 1]	Next: 9/12/2016 7:00 PM
MOVER:	Elizabeth Albert, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Currie, Capers, Albert, Penny	
NAYS:	Byrnes	



2. Ordinance

Ordinance 2981 An Ordinance of the City of Holly Hill, Florida, Regulating Food Trucks; Creating a New Section 114-904 of the City Code; Providing for Codification; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Mr. Harowski stated they have another topic that the Planning Board was asked to look at that they have been working on for a while and that's to come up with a method to consider allowing food trucks to operate at locations within the city just as part of their normal business activity. When they go to big cities, they see food trucks. They park on the street, sell essentially out of parking places and some of them do food truck gatherings, stuff like that. They've been pretty popular. The city has had some experience with the food trucks here at City Hall on occasion and they've all seen them as part of other events, whether it's a Bike Week event or whether it's something over at the park that the city has sponsored. He thinks the city has had some there for Trunk or Treat and some of those types of events. What they are talking about here is something that offers a little bit more broader opportunity where a business can essentially invite a food truck, he says business but really the way the ordinance is written is nonresidential property so that could be a business property, it could be an industrial property, it could be a church or some kind of other civic property. The Planning Board looked at a number of issues. They tried to do some thorough research and put together a discussion and a proposal which ultimately led to the ordinance that the Commission is considering tonight. They did take this initial proposal that they had and he sent it out to all of the food truck operators that the City Manager had in his file. He sent them out to about six or eight of them in the area and they heard back from one. He thinks it was the Root and Tail Farm down in Edgewater and they said they didn't see anything in the proposal that was a

problem for them, nothing that they couldn't live with. They did have, at the Planning Board meeting, one local restaurant operator who came and expressed some concern about having something that would be close to his business and suggested a distance regulation. He thinks one of the concerns was for a distance regulation they can end up spacing a few restaurants along the US1 corridor and effectively shut out that use and if that's a goal a distance regulation would do that and if that's not a goal a distance regulation could be a problem. The Planning Board did try to be sensitive to that issue, however, and part of that is not allowing food trucks to operate essentially out on the streets or public roads, that they needed to be invited essentially to a private nonresidential parcel to set up operation and then they set up a number of standards for them which is reflected in the ordinance. Health and safety requirements; the food truck needs to comply with the State requirements for food service, they need to have the certification that they get of compliance on display, they can't discharge grease and cooking waste on the site, property owner is responsible for the provision of trash receptacles and the cleanliness of the dining and eating area. Normally the food trucks bring that but ultimately, in terms of code enforcement, if the food truck is there and leaves a bunch of trash laying around, it's the property owner's responsibility to get that cleaned up. Interestingly, the Planning Board put in the ordinance the property owner is responsible for the provision of restroom facilities. One of the things that he thought was interesting and the Board did a lot of research that nobody really discusses it very much. It doesn't seem to be an issue in other cities, some cities don't require it but the Board put something in there that the property owner needs to at least provide access to the business or location if somebody needs the facilities. The Board set a limit on the number of times per year that a food truck can locate at one location and the number of days per week and that was in part in the process of trying to structure a regulation that provided some opportunity for a business that might be interested in inviting food trucks onsite but to not set up somebody who is in regular competition with other restaurants or brick and mortar places that are in the area. The food truck site can only host one day a week and no more than 25 days per year.

Commissioner Albert asked if she could ask Mr. Harowski about that. So they have number five in place (referring to the ordinance) relative to what he's talking about, who is accounted...who is going to monitor this?

Mr. Harowski stated they are going to ask the property owner to get a permit to invite the food truck onto their property so that's how staff is going to track it.

Commissioner Albert asked so it's the honor system? Essentially? Are they getting a permit each time a truck is invited onto the property?

Mr. Harowski stated, yes.

Commissioner Albert stated, okay.

Mr. Harowski stated or the way he thinks they structured the ordinance is if they want to, let's say, they're going to do it for five consecutive Thursdays, they will get one permit that would cover those five days.

Commissioner Albert asked but who's checking that they're not coming Wednesday and Thursday?

Mr. Harowski stated, Code Enforcement. This was the 20% limitation and part of that goes to they just don't want to bring in, essentially, a temporary business and fill up the whole parking area of the site and so the Board set a limit. For most of the city's business

properties that probably means one because a lot of the city's business properties are small and have a great deal of difficulty fitting too many on there. The ordinance indicates that they can provide temporary dining areas in association with food truck operations. If they want to set up some tables and chairs for people to sit on that's okay. They can do that. If they provide music or anything of that nature it needs to meet the city's noise ordinance standards and the city gives them an opportunity to put one supplemental "A-frame" sign out or a similar temporary sign and there's a size limit on it. They talk about the permitting process in the ordinance. Basically, they are asking for some information about the site. As a practical matter, he thinks they can see somebody like Florida Healthcare who might invite a food truck once a month for an employee activity with a few trucks or whether an individual business is going to try and bring one food truck in, maybe. He doesn't suspect that is going to be a major activity. The other thing that he will make sure that the Commission understands is that they limit them to 25 days but as they were doing with the special events, if the food truck comes and was there as part of a Bike Week or Biketoberfest permit or was there as part of another special event permit that the city may issue then that doesn't count against those 25 days.

Commissioner Currie stated and also if it's part of a city event it doesn't count.

Mr. Harowski stated, that's correct. Sponsoring business will be responsible for the permitting.

Mayor Penny asked Mr. Harowski if they define food truck? What's the difference between a food truck, an ice cream truck and a snow cone truck?

Mr. Harowski stated most places...the cooking is done on the truck, basically, is what makes it a food truck opposed to an itinerant vendor.

Attorney Simpson asked isn't there some difference in regulations at the State level too?

Mr. Harowski stated he doesn't know if the State regulates it differently.

Mr. Forte stated the State regulates the food truck with an annual license but he doesn't know about the old fashion term "the roach coach" that have prepared food that are ready wrapped and distributed.

Mr. Harowski stated there's also another class which is an itinerant vendor, kind of like the traditional ice cream guy who used to go up and down the streets and part of the difference there is they're not in a fixed location. They have to keep moving until they make a sale.

Mayor Penny opened public participation.

Jeff Martin, 934 Jasmine Avenue, Holly Hill, stated two things he sees on the initial report in the agenda, he would suggest looking into the labeling of the trucks as Food Concession Trucks because he believes, that's how the State regulates them. He also believes the concern was with complications with brick and mortar restaurants would probably be better if written broaden or establishments so that there's no confusion there. Forty-eight hours ago, give or take, at Sunrise Park, he doesn't know, there were two food trucks set up in the parking lot over there in a congested area in a public park, whether or not if they were permitted, he did not ask them if they were.

Mayor Penny stated no permit exists.

Mr. Martin stated it was rather congested and they were on city park property. He's not sure if something needs to be addressed for that issue and he just wanted to bring that to the Commission's attention.

Mariann Danio, 550 E Walker Street, Holly Hill, stated she was just wondering if they could clarify a little bit on the specifications regarding the conflict of interests with brick and mortar restaurants, obviously that's a particular concern to her and someone mention Florida Healthcare, obviously, that's rather relevant. What are the standard regulations going to be if something like this is going to be approved in regards to creating problems basically for people like us (referring to Sorrento's) who have been a big part of the community for 30 years.

Mayor Penny stated if Florida Healthcare were to invite the food trucks, they could come no more than once per week, no more than 25 days per calendar year.

Ms. Danio stated so it would be that limited?

Mayor Penny stated, yes.

Commissioner Byrnes stated unless they did a Bike Week event.

Mayor Penny stated that's a whole different issue. That's not before them tonight.

Ms. Danio stated, okay.

Glenn Doherty, owner of The Sandwich Shoppe, 1008 Ridgewood Avenue, Holly Hill, stated we all love food trucks and we all love watching them on the food channel and big cities but Holly Hill is not a big city. Mr. Doherty stated he is sure that they know that the city lost another restaurant that closed just within the last couple of days. Been in Holly Hill for three or four years. He pays taxes, they pay rent, they pay licensing fees to stay in Holly Hill. What are these food trucks going to be required to do and pay and why is there no requirement as to the distance that they can basically compete with a brick and mortar restaurant? He is sure Sorrento's doesn't want food trucks right across the street from them, maybe he's wrong. Sorrento's is a very successful business and have been in this town for a long time. Another question he has, in his building there's people on top upstairs. What if they want to have a food truck and he's the restaurant downstairs, does that mean that food truck can sit right next door to his restaurant? He's sure they know what his parking lot looks like. It's going to sit right there. Is there nothing that can be put into this ordinance to stop that from happening?

Mayor Penny stated he thinks Mr. Doherty might exceed the 20% parking in his particular location. He's not certain of that.

Mr. Forte stated Mayor, they would still have at least one parking space to put a food truck in, at minimum.

Mr. Doherty stated he only has six spaces and the spa upstairs has three and the rest of it is grass which would be considered landscaping if he's correct.

Commissioner Capers stated he would think that his tenants would think about Mr. Doherty and he would think if they have a good relationship with the upstairs people that if they were going to have some kind of an event, he would think, that they would have Mr. Doherty cater it. He doesn't think they would bring in a truck.

Mr. Doherty stated unfortunately, Commissioner Capers thinking is wrong because that's just the way it is. Sorry. The tenant doesn't like him and I don't....it's just the way it is. There's no animosity. There's no problems. They never had the police come there for anything.

Commissioner Byrnes asked if Mr. Doherty owns the property?

Mr. Doherty stated, no. But in his lease it's triple net. He's responsible for that property. He technically owns the parking lot and that's what it reads in his lease. He's responsible

to pay for some of the taxes on it, property taxes. In reality, that is his parking lot but he does have a landlord.

Commissioner Byrnes stated that is quite a dilemma if one business wants it and one business doesn't.

Attorney Simpson asked if his lease prohibits the landlord from leasing space to any other food establishment?

Mr. Doherty stated not food establishments but they do bike washes for Bike Week and Biketoberfest.

Attorney Simpson stated, no. Sometimes with big shopping centers if a restaurant goes in they will say they want to be the only restaurant in this shopping center and they all have in their lease that it's inclusive that they are the only restaurant that can be in the shopping center. Does his lease say he's the only restaurant, food service can be...

Mr. Doherty stated, no.

Attorney Simpson stated, okay.

Mr. Doherty stated they wouldn't put one upstairs. If you know the building, it's the old Rosie's Kitchen, there's a downstairs and an upstairs. He leases about 60% of the downstairs and the other tenant leases about 40% of the rest of the building upstairs. He thinks that there should be some kind of recommendation as to how far a food truck can be from a brick and mortar establishment, especially, for some of the ones that have been here forever, like *Teri's* and all of those and for the new ones that want to come in. He just feels the city should be trying to get new restaurants to come in here instead of bringing food trucks in on a temporary basis.

Commissioner Byrnes stated he agrees because if Mr. (?) thought of if somebody suddenly opens a restaurant every so many feet to keep out the food trucks, that would be great.

Mr. Doherty stated, sure.

Commissioner Byrnes stated he would love more restaurants in Holly Hill.

Mr. Doherty stated the more competition the better because they're bringing more people to the city. The food trucks are going to bring people once every couple of weeks.

Roland Via, former Mayor, 534 Eagle Drive, Holly Hill, stated a couple of things to consider. Food trucks are normally going to be used, perhaps, in hours when the other restaurants aren't open, at special events in the evening, they also could be used at special events or on the weekends when the other businesses aren't open. One thing the Commission needs to consider if they are going to pass this is the one day rule like the city does for yard sales, if there's a rainout you automatically get to do it on a separate day and get a do-over, the Commission should consider that.

Mr. Forte stated the Mayor and himself have talked about the food truck quite a bit. It's a novelty. The city is trying to get ahead of the novelty and be kind of the up and coming. They also talked about the impact that it has on the local businesses and the city received a complaint from the business owners across from Sunrise Park about the vendors that are going up in there. The city doesn't really know what impact this is going to have on its existing businesses whether it's going to negatively affect them, not affect them, maybe even positively affect them. One thought that he had was maybe the city should put a timeframe on this and sunset it at one year and at that time, re-evaluate it to see if it has a negative effect on the city's businesses, should they continue or not continue it. Just something to talk about. Maybe put a timeframe on it whether it's six months, a year or

whatever the Commission thinks would be appropriate to evaluate whether this is something good for the entire city, especially for those that pay taxes in the city or if it's not.

Commissioner Albert stated with this item on their agenda, was the catalyst for putting it on the agenda a desire from businesses, the food trucks wanting to have a relationship with businesses in Holly Hill that they started the conversation or was it the result of the city's interest in what the city initially started at the first meeting of the month out front and then the city wanted to see if they could expand that? What was the genesis of this?

Mr. Forte stated it was kind of a combination of both of the things Commissioner Albert said. If they recall, at the time the city allowed the food trucks to operate once a month during the Commission meeting nights, occurred at the same time the city had a request from one of the businesses. If they remember Dorothy Featherston had come and she was asking about the food trucks. It was kind of simultaneously. Ms. Featherston was asking about it at the same time the city was thinking about starting it on city property.

Commissioner Albert stated however, Ms. Featherston is no longer...

Mr. Forte stated she is no longer operating in the city and the city hasn't had any other requests from any other businesses, specifically. Although, he knows that there is at least one business on US1 where a food truck does show up every now and then, not often.

Commissioner Albert stated as a result of what the Commission just did with the special event ordinance, if a business wanted to invite a food truck to come under the guides of a special event that the Commission just passed, if the Commission negates to do this ordinance, specifically identifying the food truck, could they, if they wanted to do something special, could they do it that way?

Mr. Forte stated, yes. If the Commission didn't pass the food truck ordinance, somebody could bring a food truck on their property under the special event ordinance.

Mayor Penny stated maybe limit it to 20 days like they did with the special events. It's 25 days now.

Commissioner Albert stated she just wants to be considerate and respectful to the folks who have invested in the city and she wants to make sure the city always invests to them. She thinks that the intentions that the city had when they first discussed this and even when Mr. Forte and herself spoke yesterday, quite frankly, she doesn't own a brick and mortar business here in Holly Hill so she didn't think about that and so she is very grateful that Mr. Doherty has come out tonight to help the Commission see it from a different lens. She wants to make sure that the city puts them first and right now, she doesn't know that this ordinance does that for her.

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated he was on the Planning and Appeals board and they talked about this a lot. He would like to see something where if the trucks do come around the city has some outreach from the elected officials as well as how it affects brick and mortar people. He thinks if they have twenty people that go to a truck that might have gone to The Sandwich Shoppe or Sorrento's it would have a serious affect upon their operation. He also feels, and Mr. Via mentioned, it might be a good idea to say that the trucks can come at 3:00 pm or 4:00 pm or whenever most of the existing brick and mortar businesses are closed.

Gilles Blais, 710 Magnolia Avenue, Holly Hill, stated these food trucks, you want to see one in operation? He was at the VA Clinic on Elk Boulevard, there is a food truck there and he looks around and he says, "well, I can remember back in the days that we had these roach coaches parked in warehouses in Holly Hill." Mr. Blais stated the problem is, who is going to inspect these vehicles? They have to be clean. The health inspector for DAV comes by once or twice a month but on these vehicles moving from one part of the City or the County, who is going to follow them to make sure that they comply with State laws, County laws, and ordinances in regards to food?

Mayor Penny stated, the State of Florida.

Mr. Blais stated and the Commission does have to consider if the food trucks are going to have LP gas tanks on them, they have to be checked. Also, what kind of motorized engines that they have and see if they are in order. Is the city going to train members of the Fire Department or the Police Department to make sure that these vehicles are safe to operate in the city and also to prepare food in the city? And the Commission may as well come up with an ideal food truck for the city and to think about it and everybody has to follow those particular guidelines. Keep in mind, everyday there is a food truck that goes to the VA Clinic and they can see for themselves how they operate.

Mayor Penny closed public participation.

Commissioner Currie asked Attorney Simpson if there was any way to put regulations to protect the city's brick and mortar establishments where the city regulates a distance or times or anything to that nature?

Attorney Simpson stated he thinks the distance would make more sense than the time.

Commissioner Currie stated, okay. So the Commission can put a regulation of distance for the brick and mortar's in this ordinance.

Attorney Simpson stated, yes.

Commissioner Albert asked is the Commission trying to regulate it so much that it really becomes ineffective just so that they pass it or are they really, maybe, now that they have listened to some of the comments from small business owners thinking that perhaps the city ought not do it?

Commissioner Currie stated quite honestly, her purpose in wanting it from the very beginning was for the city's special events.

Commissioner Albert stated and she understands that.

Commissioner Currie stated and possibly anything that the city might have in the future. It wasn't really, her thoughts, that the food trucks show up here for lunch one day and here for...it was for the city's purpose.

Commissioner Albert stated let's have that conversation then.

Commissioner Currie stated that was really her purpose.

Commissioner Albert asked the Mayor if they can have that kind of a conversation versus adding something to the city's ordinances just to allow the food trucks to hodge-podge around the city?

Attorney Simpson stated when they say special events, are they referring to things that are on city property?

Commissioner Currie stated anything that the city has on its calendar that the city is sponsoring as a special event or if the city comes up with a food truck event that the city wants to do like a lot of the other neighboring cities throughout the County have done over the last year, year in a half, those are the things that she was looking at.

Attorney Simpson and Mayor Penny stated the city already has that. Mayor Penny stated the only problem with most of these food truck rallies, there's one going on right now in Ormond Beach on Division Avenue, he thinks there is five or six trucks there, there will be hundreds of people there. Hundreds of people going to that part of their city. Mayor Penny stated he knows that he has discussed with for hours with Mr. Forte and he was hoping that his fellow Commissioners had done also, so they need to take action on this item. Either it's going to die for a lack of a motion or they are going to move forward with it. It's time to accept a motion.

Commissioner Albert stated she would like to discuss it a little bit longer. The only reason she asks the Mayor for that is because she wants to make the comment that there are a lot of times over her time here that they've seen things happen in other locations and our city tries to replicate that here and it doesn't always work. Sometimes it does but not always. So she thinks if the city sees what somebody else is doing and the city is trying to mirror that, will it work but at what cost? Is it going to work temporarily so the city gets a short-term wow factor for it but at the cost of the city's small businesses, she is not willing to do that. She is not willing to sacrifice that. For her, she likes things the way they are and she is really interested in maintaining the relationship with the food trucks at the city sponsored events like they have been doing and maybe broaden that to some of the other things like Kids on the Hill for example, some things of that nature. That's where Zone 4 is.

Commissioner Byrnes stated he wants to clarify. One of the bike dealers decides during Bike Week that they want to have a food truck, they can do that under existing city regulations.

Mr. Forte stated they can do that under the special event, yes.

Commissioner Byrnes stated, okay. Quite frankly, on this one, he thought twenty five days a year was too much. If they would have said twenty five days "and" special events...he can see twelve days, once a month bring one in for a special event or a car dealer could bring the food truck in to help bring some business but twenty five days was too long for him.

Commissioner Currie stated they mentioned that the city had something already for the city's special events but she was under the impression that the city didn't.

Mayor Penny stated that's what the Commission just did.

Attorney Simpson stated there's different...when the Commission says "our special events", they have food trucks out front, that's the city's special event. The city can organize its own food truck rally on the city's property. That's one category of special events.

Commissioner Byrnes stated Attorney Simpson, if a bike dealer wants to have it during Bike Week that they could.

Mayor Penny stated that's a whole different...

Attorney Simpson stated, right.

Commissioner Currie stated that's what the Commission just passed.

Mayor Penny stated no, Bike Week is outside of what they just passed.

Mr. Forte stated currently, during any special event...

Attorney Simpson stated they basically have...there's been four regulations. Two exists that they are talking about tonight. Two that are exist, one, going outside and selling stuff that they would normally sell inside, that's one thing that the Commission regulated.

Two, going outside and selling stuff they don't normally sell inside, that was the special events. For example, bike weeks, pumpkin sales things like that but they are very limited on time so when somebody wanted to have an event, and they'll go back to the Civil War Re-enactment, they really didn't have anything that allowed that. That was not falling under the city's regulations so staff created the ordinance the Commission just passed. This, is to allow existing businesses to bring food trucks on to their property. The city doesn't address it one way or another, it's silence.

Commissioner Currie stated the Civil War Re-enactment, with what the Commission just passed they can bring those trucks on to their property.

Attorney Simpson stated, sure.

Commissioner Currie stated that's what she meant by what she said "what they just passed". So, not doing anything with this, the city can, at any time, have an event on any of the city's property as a special event, like Kids on The Hill, anything.

Attorney Simpson stated the city has a written policy on how to, that the city drafted, based on the city's experience with...

Commissioner Currie stated if the city decided to do an event over at Sunrise for all of the Pokemon people, the city could do something there?

Attorney Simpson stated completely outside. They're not talking city property here.

Commissioner Currie stated, okay. That's what she's talking about. So this doesn't matter for any of that. The city can do that.

Attorney Simpson stated this only applies to privately owned property where there's an existing business who wants to bring a food truck onto their business.

Commissioner Byrnes stated outside special event times.

Attorney Simpson stated, yes and Bike Week times.

Mayor Penny stated if a business owner wants to apply for the city permit up to twenty calendar days per year and make their own customer appreciation luncheon or whatever it might be, they would have the ability to bring in a food truck at that special event?

Mr. Forte stated, correct.

Commissioner Albert asked what if that event went the duration of ten days? Can that truck go the ten days?

Attorney Simpson and Mr. Forte stated, yes, at twenty days a year.

Mayor Penny stated by doing nothing, they can still come twenty days.

Attorney Simpson stated by doing nothing they can still come twenty days as a special event. If they add food trucks as an additional twenty days, they've doubled it to forty days; twenty days special event, twenty days as a food truck.

Mayor Penny stated he is hearing it's the will of the Commission that they do not want to pass this, that's his sense. Do they need a motion to deny or just take no action and let it die?

THE ORDINANCE DIES FOR LACK OF A MOTION.



3. Ordinance

Ordinance 2982 An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the

Code of Ordinances of the City of Holly Hill, Florida; Amending Section 4 2 - 6 5 , Contributions ; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 9/12/2016 7:00 PM
MOVER:	John F. Capers, District 3 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Byrnes, Currie, Capers, Albert, Penny	



7. PUBLIC HEARINGS

1. Ordinance

Ordinance 2978 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan, by Amending the Future Land Use Map to Change the Parcels Identified as 7Th Street Neighborhood Park from Medium Density Residential to Parks and Open Space; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mr. Harowski stated this is the second reading of the ordinance that they discussed at the last Commission meeting where they are amending the future land use map to identify the park which the city is developing on Center Avenue as a park on the future land use map instead of medium density residential. If the Commission approves this tonight, staff will send this off to Tallahassee.

Mayor Penny opened public participation.

Gilles Blais, 710 Magnolia Avenue, Holly Hill, asked if they are aware of the amount of traffic that goes on Avenue A when the sun goes down? Guess what? The bugs crawl out of the wood works, the two-legged druggies. He sees what he collects on Avenue A. The city is going to have a nice park there. Is the city going to build a fence there and close it when the sun goes down or will it be open, like the city experienced with one of the BBQ on the property with an overhang, people use them for drugs, sexual adventures, you know that good stuff that goes on, that was going on thirty, forty years ago it will still go on twenty, forty years from now. He is just concerned about the security of that property. It's in a sea zone. It's high. It's the highest area west of the railroad tracks. He was considering part of that property the city could use it for their carpentry shop. When city yard floods, which he experienced, almost knee deep. Where's the carpentry shop going to work with power tools? Do you have another place for them or is the city going to farm it out to the County somewhere else? All that he is concerned with is it's nice to use the property, they can get money for this, money for that, and it's part of a retention pond but he wants to know if the city is going to secure it so it can be safe in that neighborhood for the people that live there?

Jeff Martin, 934 Jasmine Avenue, Holly Hill, stated specifically he sees one and another property that has been discussed, he would like to see possibly, that this ordinance covers all such properties in the city now and in the future.

Mayor Penny stated this land use only applies to this property.

Mayor Penny closed public participation.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

ORDINANCE

Enacted and approved this 23rd day of August, 2016, in Holly Hill



8. COMMUNICATIONS

a. City Manager & Staff Reports

1. -DOC-2016-15

Request to Begin Foreclosure Process on Delinquent Properties

(Requested by Joseph Forte, City Manager)

Mr. Forte stated in their agenda packet there is a partial list of some properties that are in a state of disrepair, where, for the most part, the owner of the property or the last known owner of the property is deceased, there is either no next of kin or the next of kin has no interest in taking care of the property. These properties are somewhat abandoned and falling into disrepair, they have several code enforcement violations and liens have been placed on them and in order to get these things satisfied the next best step the city can do is begin the foreclosure process. In that foreclosure process the city may be able to recoup it's expenses in some cases and in other cases there may be another lien that takes precedent over the city's lien in which the city would not make any money back on them. The purpose of this is to try and go through the foreclosure properties so that the new owner will take ownership of the property and fix it up and live there or invest in the property, fix it up and sell them so someone else can live there but for now they are just abandoned properties that are falling into disrepair and just getting worse. If a bank forecloses on them, which in a couple of cases there may be a mortgage but there's no interest in the bank taking any action on them. They would like to have the City Attorney work the foreclosure process on these properties.

Mr. Forte asked if the Commission can take action on the September 13th meeting being moved to Monday, September 12th meeting for first reading of the budget, which is a public hearing.

Commissioner Albert made a motion to move the Regular City Commission meeting from Tuesday, September 13, 2016 to Monday, September 12, 2016 at 7:00 PM, seconded by Commissioner Currie. PASSED, 5-0.

RESULT:	PRESENTATION
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Enacted and approved this 23rd day of August, 2016, in Holly Hill



b. City Attorney Comments

None.

c. Mayor's Comments

Mayor Penny mentioned he attended the annual Florida League of Cities conference; brick pavers are around the fountain out front of City Hall; he's not in favor of naming parks; the paver bricks can be engraved by the city for a permanent recognition.

d. District Commissioners Comments

Commissioner Byrnes mentioned that he had bought several of those bricks that have seemed to disappear when the Chamber of Commerce building got torn down across the street.

Mr. Forte informed Commissioner Byrnes the ones that were able to be salvaged are at the Fire Department around the flag pole.

Commissioner Byrnes stated that Don Wiggins was a long serving mayor and was also a County Commissioner from Holly Hill. He would like to see it on a future agenda to name the 7th Street park in honor of Don Wiggins because that was his neighborhood.

Mayor Penny stated if Commissioner Byrnes can get consensus from three Commissioners it would probably move forward but he will be opposed to it.

Commissioner Byrnes made a motion that the city names the 7th Street Park after former City mayor Don Wiggins. DIED FOR LACK OF A SECOND.

Commissioner Currie stated that she represents the city on the TPO and she gave a brief staff report on the meeting she attended yesterday which was an Action Plan Community meeting for APS devices and the meeting was held over at the Division of the Blind Services in Daytona Beach. The TPO is trying to get a handle on where is most necessary in most of the cities to have these installed. What these APS devices do, if you've been out by the Speedway then you know what it is. Its the audible sounding device that tells the blind when it's okay to cross. The input that she received from a couple of residents that were there that were either visually impaired or blind that are residents of Holly Hill were for some of our key intersections and they were noted with the TPO and she will make sure to stay on top of it but she will let the Commission know the intersections are Calle Grande and Ridgewood Avenue, Flomich Avenue and Ridgewood Avenue, Walker Street and Ridgewood Avenue, LPGA Blvd., and Ridgewood Avenue, LPGA Blvd., and Nova Road, Walker Street and Nova Road, and LPGA Blvd., and Center Street. Apparently, they feel these are the most important intersections within the City of Holly Hill for the bus route for them to get to different

business locations, to be able to do shopping or whatever it is they need to accomplish in their daily lives. It was very enlightening. Glad that she went. The second part to that meeting was she spoke to a lady with the Florida Department of Education and her name is Patricia Hulk and that's the handout that she gave each of the Commissioners and she's with the Division of Blind Services and what they do is they assist the visually impaired or blind with employment and Ms. Hulk was explaining to her some of the jobs these individuals have and she was amazed. Ms. Hulk said they have a legally blind individual that is a chef and she said that you wouldn't believe that he could actually do everything that he does. They are amazing because they lose their sense of sight and other thing improve. Commissioner Currie asked if the city could support for this for the citizens of Holly Hill that are visually impaired or blind to assist them with employment. Just to give them this information. If the city can put it on the website, whatever it is the city can do to assist them. Commissioner Currie mentioned the BPAC appointment that is needed to represent the city during their meetings. Commissioner Currie nominated Jeff Martin to be the city's representative.

**Commissioner Currie made a motion to APPOINT Jeff Martin as the City's representative to the BPAC Board, seconded by Commission Capers.
PASSED, 5-0.**

Mayor Penny opened public participation.

Jeff Martin, 934 Jasmine Avenue, Holly Hill, came forward and thanked the Commission for appointing him to the BPAC board.

Gilles Blais, 710 Magnolia Avenue, Holly Hill, stated the city use to have a representative but he passed away, he was a Veteran. Mr. Blais stated when he was a Commissioner, he believes he was a member. That is a very important job because it makes people aware that the city has problems and he hopes the city gives the authority to Mr. Martin to have a little pull to get with the Police Department and do some enforcing on these jay-walkers and these people that ride bicycles where they're not supposed to ride them and electric scooters and wheel chairs, that's another problem. Now they have these individuals that are using them in automobile lanes with no tag on them. Enforcement has to be enforced.

Mayor Penny closed public participation.

Commissioner Currie thanked the Fire Department for helping her mom; and she attended the annual FLC Conference as well, good workshops but glad to be back home. Compromise for naming the park, maybe have a plaque and list the mayors. Commissioner Albert mentioned the Dolly Parton Imagination Library, back to school drive was a great success.

Commissioner Capers thanked Jeff Martin for being the representative for BPAC; park naming he was going to suggest fish names; thanked Public Works crew for repairing the road by his house, great job. Thanked Mr. Chuven for thanking the Police Department.

9. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Valerie Manning
SUBJECT: Minutes - Election Results - August 30, 2016 - General Election
NUMBER: (ID # 1423)
APPLICANT:
PLANNER:

DISCUSSION:

Nonpartisan: Holly Hill City Commissioner - District 1

	VOTES	% OF VOTES COUNTED
Arthur J. Byrnes	805	46.3
Mike Chuven	760	43.7
Over Votes	0	0.0
Under Votes	175	10.1
<u>TOTALS:</u>	<u>1740</u>	

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes from the General Election, August 30, 2016.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - General Election Results - August 30, 2016 (PDF)

GENERAL ELECTION
CITY OF HOLLY HILL, FLORIDA
 August 30, 2016

1. Election Summary Report - Official Results

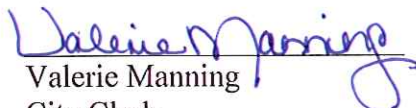
Nonpartisan: Holly Hill City Commissioner – District 1		
	% OF VOTES	
	VOTES	COUNTED
Arthur J. Byrnes	805	46.3
Mike Chuven	760	43.7
Over Votes	0	0.0
Under Votes	175	10.1
TOTALS:	1740	

2. Announce and Certify Final Results

City Clerk must send *Official Results* and *Conduct of Election* form to the Division of Elections in time for them to receive the forms by 5:00 p.m. on the 7th day following a primary election and by NOON on the 12th day following the general election. (F.S. 102.112).

This task has been completed on September 2, 2016.

Attest:


 Valerie Manning
 City Clerk



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-41 Fiscal Year 2016/2017 FDOT State Highway
Lighting, Maintenance, and Compensation Agreement
NUMBER: (ID # 1420)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill currently has an agreement with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway lighting to maintain the street lights located along US 1 and Nova Road (AOR-06). FDOT compensates the City on an annual basis for this maintenance.

With the exception of certain lights on Nova Road, the maintenance is completed by FP&L. On Nova Road, from Flomich Street to approximately Golf Avenue, the street lights are maintained by the City per FDOT agreement 240719-1-52-01.

For the Federal Fiscal Year of 2016 -2017, which begins July 1st, the FDOT Work Order issued compensation in the amount of \$34,795.98.

FISCAL ANALYSIS:

The FY 16/17 FDOT Work Order represents a 27.15% decrease over the FY 15/16 compensation amount. This is because FDOT over compensated the City in the past for street lights that have not been installed.

STAFF RECOMMENDATION:

Authorize the City Manager to accept the FY 16/17 Work Order with the Florida Department of Transportation for the State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 16/17) and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVE RESOLUTION 2016-R-41, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2016-17 WORK ORDER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT.

ATTACHMENTS:

- 2016-17 FDOT State Hwy Lighting, Maint and Compensation Agreement (PDF)

Resolution No. (ID # 1420)**RESOLUTION 2016-R-41 FISCAL YEAR 2016/2017 FDOT STATE
HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT****RESOLUTION 2016-R-41**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2016-17 WORK ORDER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT.; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill and Florida Department of Transportation currently have an agreement for Maintenance of highway lighting to maintain the street lights located along US 1 and Nova Road (AOR-06). FDOT compensates the City on an annual basis for this maintenance; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute a new Work Order for Fiscal Year 2016/2017.

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

SECTION 1. That City Manager of the City of Holly Hill is authorized to execute the work order for the highway lighting Compensation Agreement for Fiscal Year 2016/2017.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of SEPTEMBER, 2016.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1650 North Kepler Road
Deland, FL 32724

Jim Boxold
SECRETARY

August 17, 2016

Joseph Forte
City Manager
1065 Ridgewood Ave.
Holly Hill, Florida 32117

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 16/17)**
Financial Project ID: 413615-8-78-06
Contract Number: AOR-06
FEID No.: VF-596000337-012
Work Order for Fiscal Year 16/17 REVISED #1
Resolution No.: 2007-R-38

Dear Mr. Forte:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 16/17 paid under this **Work Order is \$34,795.98**. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this work order will begin from **July 1, 2016, and expire June 30, 2017**.

Please execute and/or return the following documents directly to this office in the enclosed self-addressed envelope. In order to guarantee availability of funds, these documents must be returned to this office no later than June 7, 2016.

- Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.
- Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.
- If the Resolution referenced above is no longer current, return a copy of your current Resolution.

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 16/17)
 Contract Number: **AOR-06**
 Page Two

If you wish to receive payment for the Fiscal Year 15/16 Work Order, please submit an invoice to this office any time after May 19, 2016. Invoices for Fiscal Year 15/16 must be received no later than December 27, 2016. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted any time after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof."

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: Jerry K Harville at (386) 740-3425.

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification
 Sample Invoice

MAINTAINING AGENCY

FLORIDA DEPARTMENT OF TRANSPORTATION



Ron Meade P.E.,
 Deland Operations Engineer

Concurrence By: _____

Typed Name: _____

Title: _____

Phone: _____

Date: ____/____/____



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the 2016-2019 Memorandum of Agreement with the Florida Department of Transportation for the State Highway Right-Of-Way Maintenance Agreement; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1419)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has an agreement (Contract APZ30-R1) with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway roadsides and median strips within the City. Under this contract the FDOT compensates the City for routine maintenance. This contract expires September 22, 2016. FDOT has presented the attached contract (Contract AS283).

Under the new contract, quarterly compensation shall be \$6,258.00, or \$25,032.00 annually, for a term of three years.

FISCAL ANALYSIS:

This quarterly compensation is for work performed by Inmate labor and contractual service providers. No Fiscal impact.

STAFF RECOMMENDATION:

Authorize the City Manager to approve (Contract AS283) with the Florida Department of Transportation for the maintenance of highway roadsides and median strips for Ridgewood Avenue and Nova Road and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVE RESOLUTION 2016-R-44, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2016-2019 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT.

ATTACHMENTS:

- 2016-19 FDOT Highway Maintenance MOA (PDF)

Resolution No. (ID # 1419)

**RESOLUTION 2016-R-44 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY
MANAGER TO EXECUTE THE 2016-2019 MEMORANDUM OF
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY
MAINTENANCE AGREEMENT; AND PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTION 2016-R-44

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE
CITY MANAGER TO EXECUTE THE 2016-2019
MEMORANDUM OF AGREEMENT WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION FOR THE STATE
HIGHWAY RIGHT-OF-WAY MAINTENANCE
AGREEMENT; AND PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Holly Hill has an agreement with the Florida Department of Transportation whereby the City is reimbursed for Maintenance of highway roadsides and median strips located along US 1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

WHEREAS, This contract expires September 22, 2016. FDOT has presented the attached contract; and

WHEREAS, Contract AS283 with the Florida Department of Transportation will provide a three year term from Sep 2016 to Sep 2019 for the for maintenance of highway roadsides and median strips within the City; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute this new contract.

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

SECTION 1. That City Manager of the City of Holly Hill is authorized to execute Contract AS283 with the Florida Department of Transportation for the for maintenance of highway roadsides and median strips and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this **12th** day of **SEPTEMBER,**
2016.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1650 North Kepler Road
DeLand, Florida 32724

JIM BOXHOLD, P.E.
SECRETARY

July 28th, 2016

Mr. Mark Juliano
City of Holly Hill, FL.
1065 Ridgewood Ave
Holly Hill, FL 32117

Re: Memorandum of Agreement – New Contract
City of Holly Hill
Contract # AS283
FM# 244912-1-78-02

Dear Mr. Juliano:

Our current agreement will expire on 09/22/2016. Enclosed is a copy of our New Contract Form for the new maintenance contract. Please obtain original signatures and return to our office by August 27th 2016.

I have also included updated information we will need for this new contract. A new resolution will need to be returned with this information. I've attached a sample resolution for your convenience. Please complete and return the updated W-9 for our records. Please make sure the person authorized to sign the new contract and the Resolution shall be the same person to execute the forms.

If you have any questions, please contact me at (386) 740-3404.

Sincerely,

Thomas Russ
Contracts/Permits Coordinator
FDOT Deland Operations
Thomas.Russ@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 7/6/2016

CONTRACT NO.: AS283

This AGREEMENT, entered this ____ day of _____, 2016, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the (City) of HOLLY HILL, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting force the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the __ day of _____, 201__ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) MRP Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Design Standards, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) To the extent permitted by Florida law, the **LOCAL GOVERNMENT** agrees that it will indemnify and hold harmless the **DEPARTMENT** and all of the **DEPARTMENT's** officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the **LOCAL GOVERNMENT** during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the **DEPARTMENT** or said parties may be subject, except that neither the **LOCAL GOVERNMENT** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or employees. The foregoing Provision is not intended to give rise to rights in any third party to recover damages from the **LOCAL GOVERNMENT** nor is it intention to constitute a waiver of sovereign immunity, including the monetary limits on claims and damages established by Section 768.28, Florida Statutes.
- 6) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the

redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

- 7) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's** discretion. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term. A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 2) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding

fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$6,258.00 per quarter, equating to \$25,032.00 per year for the duration of the term.

- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including MMS breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Mr. John Smith, Deland Operations 1650 North Kepler Road, Deland, Florida 32724. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.
 - b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

- a) For the **DEPARTMENT**:

Field Operations Supervisor

DeLand Operations

1650 North Kepler Road

DeLand, Florida 32724

Telephone: (386) 740-3406

Email: james.read@ dot.state.fl.us

- b) For the **LOCAL GOVERNMENT**:

City of Holly Hill, Director

1065 Ridgewood Ave.

Holly Hill, FL. 32117

Email: mjuliano@hollyhillfl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action

by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental **LOCAL GOVERNMENT** in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.
- 11) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.
- 12) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 13) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.
- 14) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.
- 15) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

[The Remainder of this Page Intentionally Left Blank]

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____
Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B**PROJECT LIMITS:**

SECTION	S.R.	LOCATION	LENGTH
79190-000	5A	10 TH STREET to ALABAMA AVE. (MP: 10.640 – 11.949)	1.309
79190-006	5A	BRENTWOOD AVE. to 10 th STREET (MP: 0.000 – 1.030) (6 Foot behind guardrail)	1.030
79030-000	5 (US-1)	MASON AVE. to ARAGON ST. (MP: 1.192 – 3.778)	2.586

EXHIBIT C**MAINTENANCE ACTIVITIES:**

<u>ACTIVITY</u>	<u>DESCRIPTION</u>
471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
482	Slope Mowing: Grass, Brush, and weed cutting along slopes that are too steep to mow with conventional mowing tractors. All mowing and brush cutting with a mechanical slope mower is to be reported to this activity.
485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
487	Weed Control – Manual: Brush, weed, and grass cutting (4 inch in diameter or less) performed with hand tools. Trimming or removal of vegetation larger than 4 inches in diameter should be reported to activity 492
490	Fertilizing: Fertilizing to provide required nutrients to establish and Maintain an acceptable roadside turf. DO NOT report fertilizing operations separately that are normally included as part of any other activity such as 435 Seeding, Fertilizing and Mulching.
492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
494	Chemical Weed & Grass Control: The application of herbicides to slopes, ditches, fence, guardrail, barrier walls, bridges, curb & gutter, obstructions, shoulders, and other areas within the highway right of way. Do not include herbicide efforts within mitigation or landscape areas.

- 541 Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels
- 543 Road Sweeping – Mechanical:** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545 Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Walt Smyser
SUBJECT: Renewal of Architectural Continuing Services Contract – First
Renewal
NUMBER: (ID # 1427)
APPLICANT:
PLANNER:

DISCUSSION:

On May 3, 2013, the City of Holly Hill entered into a continuing services agreement with Hawkins, Hall & Ogle Architects, Inc. (now Hall & Ogle Architects, Inc.) to provide Architectural Services under RFQ-ARC-13-01.

As stated in Section 11 of the referenced agreement, the contract term was for a period of three years, with two one year renewal options. The Contract could have been renewed by the City Manager if the City had provided written notice 30 days prior to the ending date. This renewal letter was not sent, however the City does wish to continue the contract retroactively. Staff is requesting the Commission approve the extension the contract for the remainder of this year ending May 3, 2017. Hall & Ogle Architects, Inc. has agreed to honor the extension.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Authorize the City Manager to execute an extension letter for Contract RFQ-ARC-13-01 for the remainder of this year ending May 3, 2017 with Hall & Ogle Architects, Inc.

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.

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

MOTION:

To authorize the City Manager to execute the extension letter for the contract (RFQ-ARC-13-01) for the remainder of this year ending May 3, 2017 with Hall & Ogle Architects, Inc.

- Email Confirmation to Honor Agreement (PDF)
- Hall and Ogle Name Change (PDF)
- HO W9 (PDF)
- Hawkins Hall and Ogle Agreement - May 2013 (PDF)



Walt Smyser <wsmyser@hollyhillfl.org>

Continuing Services Contract RFQ-ARC-13-01

David Ogle <dogle@hoarchitects.com>
To: wsmyser@hollyhillfl.org

Tue, Aug 30, 2016 at 9:50 AM

Walt,

This email is to inform you that Hall & Ogle Architects, Inc. is willing to continue working under Contract RFQ-ARC-13-01 should the City elect to extend the contract as allowed for under Section 11: Length of Agreement, even though, according to the terms of the contract, it has already expired. I've also attached to this email documentation substantiating the company's name change that occurred on April 1, 2016, along with our updated W-9. I'm assuming there will be an amendment to the contract extending the length of the agreement as well as amending the firm's name. Let me know if this is satisfactory or if you require anything further.

Respectfully,



2 attachments**HO W9.pdf**
45K**Hall and Ogle Name Change.pdf**
364K

Attachment: Email Confirmation to Honor Agreement (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)



HALL & OGLE ARCHITECTS, INC.

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH (386) 255-6163
FAX (386) 257-5650

April 6, 2016

To whom it may concern,

This is to advise that effective April 1, 2016, our firm's name has been changed from Hawkins, Hall & Ogle Architects, Inc. to Hall & Ogle Architects, Inc. The ownership of the firm remains unchanged with John E. Hall and David D. Ogle Jr. each being 50% owners in the company. Attached to this letter is the Articles of Amendment filed with the Division of Corporations for the State of Florida as well as the Certificate of Status from the Secretary of State. If any further information is required to substantiate this name change, I would be happy to provide it upon request.

Regards,

David D. Ogle, Jr.
Principal/Vice President

Attachment: Hall and Ogle Name Change (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

F93505

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100282754841

03/03/16--01016--015 **35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 MAR - 3 PM 1:43

MAR 8 2016
C LEWIS

Attachment: Hall and Ogle Name Change (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Hawkins, Hall & Ogle Architects, Inc.

DOCUMENT NUMBER: F93505

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

David Ogle, Vice President

Name of Contact Person

Hawkins, Hall & Ogle, Architects, Inc.

Firm/ Company

208 Magnolia Avenue

Address

Daytona Beach, FL 32114

City/ State and Zip Code

dogle@hhoarchitects.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David Ogle

at (386)

255-6163

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Hawkins, Hall & Ogle Architects, Inc.

16 MAR -3 PM 1:43

(Name of Corporation as currently filed with the Florida Dept. of State)

F93505

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Hall & Ogle Architects, Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

N/A (Same as previous)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

N/A (Same as previous)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent N/A (Same as previous)

(Florida street address)

New Registered Office Address: N/A (Same as previous), Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Attachment: Hall and Ogle Name Change (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☒ Remove V Mike Jones

☒ Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) ☐ Change	_____	Not Applicable (No Changes)	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
2) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
3) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
4) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
5) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
6) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:*(Attach additional sheets, if necessary). (Be specific)*

Article 1 is hereby amended to state the following:

The name of the corporation shall be Hall & Ogle Architects, Inc.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:*(if not applicable, indicate N/A)*

March 1, 2016

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: April 1, 2016

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated March 1, 2016

Signature

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

David D. Ogle, Jr.

(Typed or printed name of person signing)

Vice President

(Title of person signing)

16 MAR -3 PM 1:43
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Attachment: Hall and Ogle Name Change (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

State of Florida

Department of State

I certify from the records of this office that HALL & OGLE ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on August 1, 1982.

The document number of this corporation is F93505.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 7, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of March, 2016*



Ken DeFoner
Secretary of State

Tracking Number: CU0147637049

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Hall & Ogle Architects, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- ☐ Other (see instructions) ▶ _____

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

208 Magnolia Avenue

City, state, and ZIP code

Daytona Beach, FL 32114

List account number(s) here (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

5	9	-	2	2	0	9	9	0	9
---	---	---	---	---	---	---	---	---	---

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 ▶ **03.28.16**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

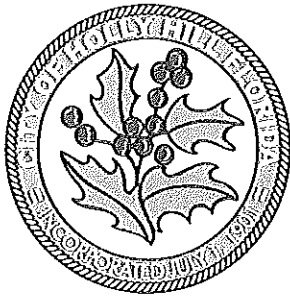
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhilfi.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9424
Fax 386-248-9444

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Community Development & Resource Center

386-248-9453
Fax 386-248-9437

May 3, 2013

John E. Hall
Hawkins, Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, FL 32114

Re: Continuing Services Agreement with the City of Holly Hill

Dear Mr. Hall:

On May 3, 2013, your firm entered into a continuing services agreement with the City of Holly Hill to provide Architectural Services under RFQ-ARC-13-01. As stated in Section 11 of the referenced agreement, the contract term is for a period of three years, with renewal options, and services shall begin upon written notification to proceed by the City. This letter and the fully executed contract attached hereto serve as the official notice to proceed.

On behalf of the City, thank you for your interest in our community. We look forward to working together with your firm in our continuous effort to improve the City of Holly Hill.

Sincerely,

James A. McCroskey
City Manager

JAM/jnm

Cc: Valerie Manning, City Clerk

CITY OF HOLLY HILL
 SERVICES AGREEMENT FOR
 Architecture Services With **Hawkins, Hall, & Ogle Architects, Inc.**
 (REQUEST FOR QUALIFICATION RFQ-ARC-13-01)

THIS AGREEMENT made and entered into the 3rd day of May, 2013
 by and between the:

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

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "City," and:

Hawkins, Hall & Ogle Architects, Inc.
 208 Magnolia Avenue
 Daytona Beach, FL 32114

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Architect".

The City and the Architect are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the City desires to retain the Architect for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the City desires to employ the Architect for the performance to support the activities, programs, and projects of the City upon the terms and conditions hereinafter set forth, and the Architect is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Architect hereby warrants and represents to the City that it is competent and otherwise able to provide professional and high quality services to the City; and

WHEREAS, all submissions submitted by the Architect in the Qualifications/RFQ submitted to the City are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Architect - To include all principals of the Architect including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for Architect to perform its obligations hereunder.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the City and Architect. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date City Commission approves the selection of the Architect.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

Consultant – To be synonymous with "Architect" as defined herein.

Description of Services - Shall be written in paragraph form reasonably describing those services the City can expect the Architect to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the Architect, including services provided by partners, subconsultants, and other supporting professionals, can be provided to the City.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the City and to the Architect.

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Holly Hill)
- Exhibit G - W-9

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the Architect must provide the City either for inclusion as part of this agreement or not.

Type of Service – Architecture Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the City on it's approved form which, on occasion, may contain documents published on Architect letterhead describing all work associated with the service to be provided by the Architect to the City for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- (a). This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the City and the Architect and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- (b). This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- (c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- (d). The Exhibits made part of this Agreement are as follows:

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Holly Hill)
- Exhibit G - W-9

SECTION 4: NO GENERAL CITY OBLIGATION.

- (a). In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.
- (b). The Architect shall not have the right to compel the exercise of the ad valorem taxing power of the City.

SECTION 5: ARCHITECT UNDERSTANDING OF SERVICES REQUIRED

- (a). Execution of this Agreement by the Architect is a representation that the Architect is familiar with local conditions and with the services to be performed. The Architect shall make no claim for additional time or money based upon its failure to comply with this Agreement. The Architect has informed the City, and hereby represents to the City, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over City Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the Architect to the City that the Architect is fully familiar with any and all requisite work conditions of the provisions of the services.

- (b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- (c). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Architect (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Architect is to be and shall remain forever an independent Architect with respect to all services performed under this Agreement.
- (d). Persons employed by the Architect in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

SECTION 6: GENERAL PROVISIONS.

- (a). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the Architect certifies/certify that he/she/they is/are authorized to bind the Architect fully to the terms of this Agreement.
- (b). This Agreement is for services pertaining to various Architecture and related services needed for the City's operations as set forth herein and as otherwise directed by the City to include all labor and materials that may be required.
- (c). The Architect acknowledges that the City may retain other Architect to provide the same types of services for City projects. The City reserves the right to select which Architect shall provide services for City projects.
- (d). The Architect acknowledges that the City has retained other Architects and the coordination between said Architects and the Architect may be necessary from time to time for the successful completion of each Work Order. The Architect agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.
- (e). The Architect agrees to provide and ensure coordination between goods / services providers.
- (f). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- (g). Architect shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- (h). Requirements for signing and sealing plans, reports, and documents prepared by the Architect shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- (i). The Architect hereby guarantees the City that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- (j). No claim for services furnished by the Architect not specifically provided for herein shall be honored by the City.

SECTION 7: CODES AND DESIGN STANDARDS

- (a). All the services to be provided or performed by the Architect shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory agencies.
- (b). The Architect shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUBCONSULTANTS.

- (a). Any Architect proposed SubConsultant shall be submitted to the City for written approval prior to the Architect entering into a subcontract. SubConsultant information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- (b). The Architect shall coordinate the provision of services and work product of any City approved SubConsultant and remain fully responsible for such services and work under the terms of this Agreement.
- (c). Any subcontract shall be in writing and shall incorporate this Agreement and require the subconsultants to assume performance of the Architect duties commensurately with the Architect's duties to the City under this Agreement, it being understood that nothing herein shall in any way relieve the Architect from any of its duties under this Agreement. The Architect shall provide the City with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The Architect 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.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- (a). The Architect shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement.
- (b). The Architect and the City agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the Architect is delayed at any time in the provision of services by any act or omission of the City, or of any employee of the City, or by any other Architect employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the Architect and beyond the Architect's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide in its sole and absolute discretion. It is further expressly understood and agreed that the Architect shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is three (3) year commencing on the date of full execution of this Contract by the parties.
- (b). The ARCHITECT services shall begin upon written notification to proceed by the CITY.

- (c). ARCHITECT services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed by the City Manager for one (1) each year for total of an additional two (2) years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the ARCHITECT ninety (30) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- (a). The Architect agrees to perform diverse Architecture services for the City relating to various projects of the City. The Description of Services is further and more specifically outlined in Exhibit A.
- (b). The Architect shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the Architect shall not be construed to exceed the provision of the services pertaining to this Agreement.
- (c). The City and Architect agree that there may be certain additional services required to be performed by the Architect during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: ARCHITECT RESPONSIBILITIES.

- (a). The Architect shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Architect under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The Architect shall work closely with the City on all aspects of the provision of the services. With respect to services, the Architect shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- (b). The Architect shall furnish a Architect Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order.
- (c). Neither City review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The Architect shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Architect's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- (d). The rights and remedies of the Architect, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- (e). In the event the Architect fails to comply with the terms and conditions of this Agreement, the City shall notify the Architect's Designated Representative in writing so that the Architect may take remedial action.

- (f). Time is of the essence in the performance of all services provided by the Architect under the terms of this Agreement and each and every Work Order.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- (a). The City shall reasonably cooperate with the Architect in a timely fashion at no cost to the Architect as set forth in this Section.
- (b). The City shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.
- (c). The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the Architect. The availability and necessity of said personnel to assist the Architect shall be determined solely at the discretion of the City.
- (d). The City shall furnish the Architect with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the City's files that is necessary or useful to the Architect for the performance of the Work. All such documents conveyed by the City shall be, and remain the property of, the City and shall be returned to the City upon completion of the Work to be performed by the Architect.
- (e). The City shall examine all Architect reports, sketches, drawing, estimates, Qualifications, and other documents presented to the City and indicate the City's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the Architect.
- (f). The City shall provide access to and make provisions for the Architect to enter upon public and private lands as required for the Architect within a reasonable time to perform work as necessary to complete the Work Order.
- (g). The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
- (h). The City shall give written notice to the Architect whenever the City designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the Architect's provision of services, or a defect or change necessary in the services of the Architect.
- (i). The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
- (j). The City shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the Architect in carrying out the duties and responsibilities deriving from this Agreement.
- (k). The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- (l). Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the Architect shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City

caused by the Architect's negligent or wrongful provision or performance of any of the services furnished under this Agreement.

- (m). All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the Architect's performance under this Agreement shall become the property of the City after final payment is made to the Architect.
- (n). In the event the City fails to comply with the terms and conditions of this Agreement, the Architect shall notify the City's Designated Representative in writing so that the City may take remedial action.

SECTION 15: WAIVER.

The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- (a). The Architect warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Architect, to solicit or secure this Agreement and that the Architect has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Architect, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- (b). If the City determines that any employee or representative of the Architect is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the City shall so notify the Architect, in writing. The Architect shall immediately remove such employee or representative of the Architect from such assignment.
- (c). The Architect hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the Architect, or any interest in property that the Architect may have. The Architect further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- (d). The Architect shall not engage in any action that would create a conflict of interest for any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- (e). The City shall not intentionally award publicly-funded contracts to any Architect who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. The City shall consider the employment by the Architect of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Architect of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the City.

- (f). The Architect shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- (g). The Architect shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- (h). If the Architect or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The Architect shall certify, upon request by the City that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- (i). If the Architect or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the City. The Architect shall certify, upon request by the City, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- (j). The Architect shall certify, upon request by the City, that the Architect maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- (k). The Architect agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The Architect agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.
- (l). If applicable, in accordance with Section 216.347, Florida Statutes, the Architect shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- (m). The Architect shall not publish any documents or release information regarding this Agreement to the media without prior approval of the City.
- (n). The Architect shall ensure that all services are provided to the City after the Architect has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- (o). The Architect shall ensure that all taxes due from the Architect are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For the City:

James A. McCroskey
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9440

(2). For the Architect:
 John E. Hall, Principal/ President
 208 Magnolia Avenue
 Daytona Beach, FL 32114
 Phone: (386)255-6163
 Fax: (386)257-5650
 Email: jhall@hhoarchitects.com

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The Architect agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the Architect to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a). The City Manager, or his designated representative, represents the City in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The City Manager or his designated representative shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the Architect;

(2). Transmission of instructions, receipt of information, and interpretation and definition of City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the Architect whenever the City knows of a defect or change necessary in the project; and

(c). Until further written notice, the City's Designated Representative for this Agreement is:

City Manager
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Telephone Number: (386) 248-9440

(d). Prior to start of any work under this Agreement, the Architect shall submit to the City detailed resumes of key professional personnel that will be involved in performing services described in the work. The City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Architect desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the City for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with City personnel.

(e). Until further written notice, the Architect's Designated Representative for this Agreement is:

John E. Hall, Principal/ President
 208 Magnolia Avenue
 Daytona Beach, FL 32114
 Phone: (386)255-6163
 Fax: (386)257-5650
 Email: jhall@hhoarchitects.com

SECTION 20: WORK ORDERS.

- (a). The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a Work Order as directed and determined by the City. Services to be provided by the Architect to the City shall be negotiated between the Architect and the City. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on Architect letterhead. Services described in said Work Order will commence upon the issuance of a City Notice-To-Proceed.
- (b). If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The Architect shall perform all services required by the Work Order but in no event shall the Architect be paid more than the negotiated Fixed Fee amount stated therein.
- (c). The Architect and the City agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- (d). If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the Architect shall perform all work required by the Work Order; but in no event shall the Architect be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- (e). For Work Orders issued on a "Fixed Fee Basis," the Architect may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- (f). For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the Architect may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- (g). Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the City determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the City may, at its sole and absolute discretion, release the retainage or any portion thereof.
- (h). For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the Architect may invoice the amount due for services actually performed and completed. The City shall pay the Architect one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- (a). The City may revise the Description of Services set forth in any particular Work Order.
- (b). Revisions to any Work Order shall be authorized in writing by the City as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the Architect schedule.
- (c). If instructed by the City, the Architect shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the Architect, the Architect may be entitled to additional compensation. The Architect must submit for City approval a revised

Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- (a). Compensation to the Architect for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the Architect. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- (b). The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.
- (c). Work performed by the Architect without written approval by the City's Designated Representative shall not be compensated. Any work performed by the Architect without approval by the City is performed at the Architect's own election.
- (d). In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Architect shall notify the City's Designated Representative in order that the City may take remedial action.
- (e). Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The ARCHITECT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the ARCHITECT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the ARCHITECT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the ARCHITECT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- (a). Payments shall be made by the City to the Architect when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The Architect shall render to the City, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered as Exhibit B, the Project Status Report, the cost of the services, the name and address of the Architect, Work and/or Purchase Order Number, Contract Number and all other information required by this Agreement.
- (b). Invoices which are in an acceptable form to the City and without disputable items will be processed for payment within thirty days of receipt by the City.
- (c). The Architect will be notified of any disputable items contained in invoices submitted by the Architect within fifteen days of receipt by the City with an explanation of the deficiencies.
- (d). The City and the Architect will make every effort to resolve all disputable items contained in the Architect's invoices.
- (e). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, the billing period, and include the Project Status Report for the period being billed. A Project Status Report form is attached as Exhibit B.

- (f). The Florida Prompt Payment Act shall apply when applicable.
- (g). Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- (a). The City may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:

- (1). If, in the City's opinion, adequate progress under a Work Order is not being made by the Architect; or

- (2). If, in the City's opinion, the quality of the services provided by the Architect is/are not in conformance with commonly accepted professional standards, standards of the City, the requirements of Federal or State regulatory agencies, and the Architect has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

- (3). The Architect or any employee or agent of the Architect is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the Architect; or

- (4). The Architect becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

- (5). The Architect violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- (b). In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the Architect show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the City of corrective measures to be made within a reasonable time is not given to the City within fourteen calendar days of the receipt of the letter, the City may consider the Architect to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.

- (c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the City and the City shall have the right to so terminate this Agreement without any recourse by the Architect.

SECTION 25: TERMINATION BY ARCHITECT FOR CAUSE.

- (a). The Architect may terminate this Agreement if:

- (1). The City materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

- (2). The City fails to pay the Architect in accordance with this Agreement.

- (b). In the event of either of the causes described in Subsection (a), the Architect shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the Architect within fourteen calendar days of the receipt of said show cause notice, the Architect may consider the City to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- (a). Notwithstanding any other provision of this Agreement, the City Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the City to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the Architect of the City's intent to terminate.
- (b). In the event that this Agreement is terminated, the City shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- (c). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the Architect to the date of termination and any additional services shall be paid to the Architect.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- (a). The performance or provision of the Architect services under any Work Order under this Agreement may be suspended by the City at any time.
- (b). In the event the City suspends the performance or provision of the Architect's services hereunder, the City shall so notify the Architect in writing. Such suspension becoming effective upon the date stated in the notice. The City shall pay to the Architect within thirty days all compensation which has become due to and payable to the Architect to the effective date of such suspension. The City shall thereafter have no further obligation for payment to the Architect for the suspended provision of services unless and until the City's designated representative notifies the Architect in writing that the provision of the services of the Architect called for hereunder are to be resumed by the Architect.
- (c). Upon receipt of written notice from the City that the Architect's provision of services hereunder are to be resumed, the Architect shall continue to provide the services to the City.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- (a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.
- (b). The Architect agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Architect had knowledge and failed to present during the City procedures.
- (c). In the event that City procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.

(c). Violation of this Agreement by the Architect is recognized by the parties to constitute irreparable harm to the City.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

(c). This Agreement is the result of bona fide arms length negotiations between the City and the Architect and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

(a). The ARCHITECT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed by the ARCHITECT in the performance of the contract.

(b). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c). In claims against any person or entity indemnified under this Section by an employee of the ARCHITECT or its agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the ARCHITECT or its agents or subconsultants, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d). The execution of this Agreement by the ARCHITECT shall obligate the ARCHITECT to comply with the indemnification provision in this Agreement; however, the ARCHITECT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

(a). The Architect shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1). Workers Compensation/Employer Liability: The Architect shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident

\$100,000 Disease Each Employee

(2). Comprehensive General Liability: The Architect shall provide coverage for all operations including, but not limited to, contractual, independent Architect, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
 \$1,000,000 Personal & Advertising Injury - each occurrence
 \$2,000,000 General Aggregate

(3). Comprehensive Business Automobile Liability: The Architect shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4). Professional Liability: The Architect shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the Architect against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Architect.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City which may, thereupon, required additional insurance coverage's.

(b). All insurance other than Workers Compensation and Professional Liability that must be maintained by the Architect shall specifically include the City as an additional insured. All insurance minimum coverage's extend to any sub-consultant, and the Architect shall be responsible for all subconsultants.

(c). The Architect shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a Architect shall relieve the Architect of the Architect's full responsibility for performance of any obligation including the Architect's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the Architect shall, as soon as the Architect has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Architect has replaced the unacceptable insurer with an insurer acceptable to the City, the Architect shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(e). The Architect shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the Architect has obtained insurance of the type, amount, and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the City waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g). The City shall not be obligated or liable under the terms of this Agreement to any party other than the Architect. There are no third party beneficiaries to this Agreement.

(h). The Architect is an independent Architect and not an agent, representative, or employee of the City. The City shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The Architect agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The Architect, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

(a). The Architect shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). The Architect shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

(c). The City reserves the right to unilaterally terminate this Agreement if the Architect refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Architect in conjunction, in any way, with this Agreement.

(d). The City may perform, or cause to have performed, an audit of the records of the Architect before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the Architect and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the Architect may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the Architect. Conduct of this audit shall not delay final payment as required by this Section.

(e). In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(f). In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Architect shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

(g). The Architect agrees to fully comply with all State laws relating to public records.

(h). The Architect agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the Architect must submit to the City as stated in this Agreement:

1. Description of Services; Section 12.
2. Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3. Certificates of Liability Insurance; Section 34, Paragraph (c)
4. American with Disabilities Act; Section 17, Paragraph (f)
5. Price Schedule
6. Business Tax Receipt
7. Request for Taxpayer Identification Number and Certification IRS Form W-9

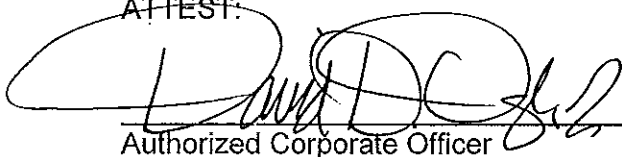
This Agreement describes each item listed above in detail. All provided to the City must be accurate and updated certifying the Architect is proceeding correctly.

SECTION 39: EXHIBITS.

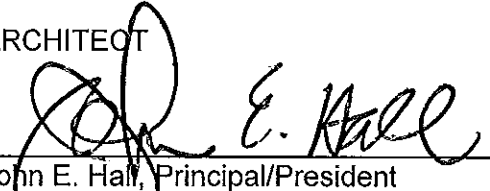
Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City through its City Commission taking action on the 9th day of, April, 2013, and the Architect signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:


Valerie Manning, City Clerk

ARCHITECT

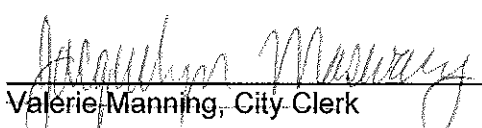
By: 
John E. Hall, Principal/President

Date: 30-APRIL-2013

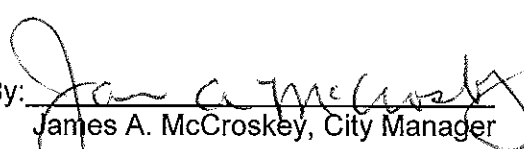
As approved by the City Commission of the City of Holly Hill at its meeting of April 9, 2013.

ATTEST:

CITY OF HOLLY HILL


Valerie Manning, City Clerk

Jacquelyn Maswary,
Community Services Director

By: 
James A. McCroskey, City Manager

Date: 5/3/2013

EXHIBIT A Description/Scope of Services

GENERAL SCOPE OF SERVICES

The City is seeking sufficient information in the qualification statement to determine if the firm is qualified to provide the City with architectural services for various projects within the City. Architects shall be required to be knowledgeable in the permitting requirements of local, state and federal agencies and have a strong background of municipal and commercial design experience. Ability to provide and coordinate certain additional services dependent on specific project needs to include mechanical, electrical, structural and environmental services. It is anticipated that the Architect shall provide, but not is limited to, the following services:

Preliminary Project Coordination Administration

- Evaluations of existing facilities; preparation of schematic layouts and sketches where required; opinions of construction cost; and such consultation and conferences with the City as may be necessary for the City to reach decisions concerning the subject matter.
- Consultation and advice concerning the extent and scope of the proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable construction costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate.
- The Consultant shall prepare, present, monitor, and maintain a schedule for the tasks defined in the scope of services; coordinate the project team; organize, and lead the kickoff meeting of the project team.
- The Consultant shall conduct meetings with the project team on a regular basis throughout the completion of the design phase and creation of the construction documents. The Consultant shall be responsible for recording meeting minutes and preparing memoranda for distribution.
- Coordination of sub-consultants' services is the responsibility of the Prime Consultant including satisfactory performance and schedule.

Design Development

- The Consultant and appropriate members of the project team may be required to perform field investigations of the proposed project site for initial suitability determination. The Consultant and appropriate project team members shall meet with public and private utility providers in the area to confirm existing utility locations.
- The Consultant shall produce design development drawings to perform modifications and describe the overall character and extent of the project. Drawing shall include plans, elevations and sections as appropriate.
- Design development may include site inspections required to confirm site plan and records of utilities and other relevant features at the project site as they relate to project design.
- The Consultant shall prepare complete design plans to address revisions necessary based upon comment received during City and agency reviews; preparation of permit applications and attending project review meetings as may be required by such agencies as have legal review authority over the project.

- The Consultant shall prepare construction documents at a suitable scale for all items described above including demolition of existing features to be removed, civil plans, and permit application and permit drawings which are appropriate for public bidding.
- The Consultant shall present the construction documents to appropriate project members and City department at 30%, 60%, 90% completion for review and approval.
- The Consultant shall prepare final statement of probable project cost.
- The Consultant shall coordinate and assemble technical specifications, design cover sheets, and prepare an itemized bid form to be used in the bidding process.

Bidding and Negotiation Services

- Preparing for review and approval by the City, contract agreement and forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assisting in the preparation of any related documents.
- Coordination of advertisement for bids; distributing plans and specifications to prospective bidders; conducting pre-bid conferences; providing clarifications and addenda to prospective bidders or suppliers; attending the bid opening; reviewing and tabulating the bids received; reviewing bidder qualifications (including subcontractors and suppliers), and making recommendations to the City as to the award of bids.
- The Consultant will coordinate with appropriate project team members to assure that all City required documents are assembled as a complete bid package.

Construction Phase Services

- Technical observation of a contractor's work to enable a qualified design professional to ascertain that completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the contractor. This includes periodic visits to the job site at intervals appropriate to the various stages of construction as the Consultant deems necessary to fulfill this obligation.
- Coordination of and attendance by the project architect at all preconstruction conferences and progress meetings; technical review of the contractor's plans, shop drawings and other submittals; approving materials for conformance with the specifications; interpreting plans and specifications; verifying quantities; checking and approving monthly and final estimates for contractor's payments; preparing change orders; acknowledging general job progress status; reviewing and reporting the results of laboratory testing.
- Provide required information for project certification to regulatory agencies; perform project substantial completion and final inspections; recommending accepting or rejecting contractor's work; and ensuring completion of as-built record drawings by the contractor and reviewing and accepting or rejecting the as-built drawings prior to contractor's submission to the City.
- During the construction progress of any work designed by the Consultant it will, if authorized by the City, provide resident project inspection services to be performed by one or more authorized employees of the Consultant. Resident representatives shall provide extensive inspection services at the project site

during construction. The resident representative(s) will endeavor to provide protection for the City against defects and deficiencies in the work of the contractor as well as investigate and report on complaints and unusual occurrences in connection with the work in progress.

Local Government, and Other Agency Coordination

- The Consultant shall be responsible for coordination of their design activities with the appropriate agencies to ensure adequate opportunity on their behalf to address design and construction issues and provide information that will aid in the design and alleviate duplication of effort and construction. Any agency with jurisdiction shall be coordinated and communicated with as part of any City project.

Deliverables may include, but not be limited to:

- Final deliverables will include four (4) bound sets of feasibility reports and exhibits, plans and specifications, and plans and specifications, to include all final revision issued during the course of the project, drawn to scale. All elements of the deliverables shall also be provided on a CD or DVD in applicable format as specified by the City.
 - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS Power Point, etc) and in the Adobe .PDF format, unless otherwise specified.
 - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in AutoCAD or ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/(1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151
 - AutoCAD files will follow the City's AutoCAD standard format.
- All plans, drawings, reports, and specifications that result from the Consultant's services shall become the mutual property of the City and the Consultant.
- Additional digital copies of documents shall be provided to the City upon request at no additional fee.
- Consultant shall respond to all reasonable requests for additional information at no additional fee to the City.

Each Project will have an expanded Scope of Services tailored to the specific needs of the City. Each project will be negotiated at the time of the development of the specific scope of work.

Exhibit B
Certificates of Insurance

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

Client#: 9790

HAWKHAL3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2013

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 SunCoast Insurance, div of USI 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Hawkins, Hall & Ogle Architects Inc 208 Magnolia Avenue Daytona Beach, FL 32114	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER B: Travelers Casualty & Surety Co</td> <td>31194</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Dominion Insurance Company	40231	INSURER B: Travelers Casualty & Surety Co	31194	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BPG97183	06/01/2013	06/01/2014	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY		BPG97183	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS					\$
	☒ NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
						\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☐ N	UB6847Y996	08/21/2012	08/21/2013	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$500,000
						E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability		DPR9705443	10/31/2012	10/31/2013	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made and reported basis.

RE: Continuing Services

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill, Florida 1065 Ridgewood Avenue 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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Exhibit C
WORK ORDER FORM



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:

City of Holly Hill

Holly Hill, Florida 321____

Total Cost: \$ _____

ATTACHMENTS TO THIS WORK ORDER:

- () Description of Services
- () Drawings/Plans/Specifications
- () Special Conditions
- () Rate Schedule

METHOD OF COMPENSATION:

- () Fixed Fee Basis
- () Not To Exceed
- () Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

Department Head approved RAP on _____

CITY OF HOLLY HILL

_____, Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned ARCHITECT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The ARCHITECT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The ARCHITECT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the ARCHITECT or any other party or parties to the Agreement for failure to comply with the ADA. The ARCHITECT agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the ARCHITECT's acts or omissions in connection with the ADA.

ARCHITECT: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 30TH day of APRIL, 2013, by JOHN E HALL of HAWKINS, HALL & OGLE ARCHITECTS INC firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

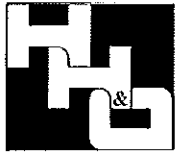
Patricia M Corbett
Print Name PATRICIA M. CORBETT
Notary Public in and for the County
and State Aforementioned

My commission expires: _____



Exhibit E
HOURLY PRICE SCHEDULE

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)



HAWKINS, HALL & OGLE ARCHITECTS, INC.

208 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
(386) 255-6163 FAX (386) 257-5650

AA-C000925

Hourly billing rates where applicable:

Architect/Principal -	\$130.00
Project Architect -	\$100.00
CAD Technician -	\$ 65.00
Clerical -	\$ 45.00

JOHN E. HALL

DAVID D. OGLE

Exhibit F
BUSINESS TAX RECEIPT

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-66860

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DAVID OGLE - ARCHITECT
208 MAGNOLIA AVE
ARCHITECT

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-66860	TAX RECEIPT NO.
66860	ACCOUNT NO.
11/20/2007	VALID FROM
09/30/2013	VALID TO
09/14/2012	DATE PAID
\$ 70.00	AMOUNT PAID

0165 Architect

DAVID OGLE
DAVID OGLE - ARCHITECT
208 MAGNOLIA AVE
DAYTONA BEACH, FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-33129

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

JOHN EASTHAM HALL - ARCHITECT
208 MAGNOLIA AV
ARCHITECT

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-33129	TAX RECEIPT NO.
33129	ACCOUNT NO.
04/07/1999	VALID FROM
09/30/2013	VALID TO
09/14/2012	DATE PAID
\$ 70.00	AMOUNT PAID

0165 Architect

HALL, JOHN EASTHAM
JOHN EASTHAM HALL - ARCHITECT
208 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS

TAX RECEIPT

2012/ 2013

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938



Receipt # 200712050060 Expires: September 30, 2013
 Business Location: 208 MAGNOLIA AV

Business Name: HAWKINS HALL & OGLE ARCHITECTS INC
 Owner Name: DAVID D OGLE
 Mailing Address: 208 MAGNOLIA AV
 DAYTONA BEACH, FL 32114

BUSINESS TYPE	CODE	COUNT	TAX
Professional	461	0	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

2012/ 2013

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938



Receipt # 199411180029 Expires: September 30, 2013
 Business Location: 208 MAGNOLIA AV

Business Name: HAWKINS HALL & OGLE ARCHITECTS INC
 Owner Name: JOHN E HALL
 Mailing Address: 208 MAGNOLIA AV
 DAYTONA BEACH, FL 32114

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE	0	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
 POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

Exhibit F
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Attachment: Hawkins Hall and Ogle Agreement - May 2013 (1427 : Renewal of Architectural Continuing Services Contract ? First Renewal)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
Hawkins, Hal. # Ogle Architects, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
200 Magnolia Avenue

City, state, and ZIP code
Daytona Beach, FL 32114

List account number(s) here (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

59	-	22	09	90	9
----	---	----	----	----	---

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).

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 4.

Sign Here Signature of U.S. person **David L. S. Ogle** Date **4-30-13**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Valerie Manning
SUBJECT: Team Volusia - Economic Development Agreement
NUMBER: (ID # 1414)
APPLICANT:
PLANNER:

DISCUSSION:

This is a one year renewal of the City's agreement with Team Volusia, Economic Development Corporation. This agreement will commence on October 1, 2016 and shall continue for a one-year period ending September 30, 2017.

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.

FISCAL ANALYSIS:

The City shall pay to the TVEDC the sum of \$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. This is a fully budgeted expenditure.

STAFF RECOMMENDATION:

Approve agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

Approve as presented by staff.

- Team Volusia - Economic Development Agreement 2016 (PDF)

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 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: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: FEMA Insurance Compliance Requirements
NUMBER: (ID # 1418)
APPLICANT:
PLANNER:

DISCUSSION: The City recently received notice from FEMA regarding Insurance requirements for future eligibility on locations with prior losses. The City Received this letter on 8/22/16 and has only 30 days to respond.

FISCAL ANALYSIS: Staff will need to review prior losses and determine if insurance requirements will need to be adjusted to meet FEMA requirements or the city could face ineligibility of these location in future events.

STAFF RECOMMENDATION: Approve of execution of letter responding to FEMA that the City is aware of these requirements.

COMMISSION GOAL:

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

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

MOTION: Authorize the Mayor to execute the response letter to comply with FEMA requirements.

- Commitment No Policy Request (PDF)
- FP206-086-1_PublicAssistancePolicyInsurance_062915 (PDF)
- OIG_15-19-D_Dec14 (PDF)

Month DD, 2016

Ms. Gracia Szczech,
Regional Administrator, FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

Re: Commitment to Obtain and Maintain Insurance
FEMA Disaster numbers DR-1539, 1545, 1551, 1561, 1595, 1602 & 1609

Dear Ms. Szczech,

Name of Subgrantee received funding under FEMA's Public Assistance (PA) grant program for one or more facilities damaged by one or more of the federally declared disaster(s) listed above. This letter, submitted in relation to the U.S. Department of Homeland Security (DHS) Office of the Inspector General (OIG) Audit #OIG-15-19, documents our commitment to comply with FEMA's grant requirements for insuring our building, contents and/or other subject property.

We recognize that we must obtain and maintain insurance to protect against future loss to any damaged facility/facilities and its contents as a condition of receiving PA grant funding, as required by Section 311 of the Stafford Act as amended (42 U.S.C. § 5154), 44 C.F.R §§ 206.252-253, FEMA Recovery Policy FP 206-086-1. This condition also appears in the Disaster Funding Agreement(s) signed by us and on file with the State of Florida.

We have been provided a copy of Audit #OIG-15-19 by FEMA via email which states "If the State Insurance Commissioner certifies that the type and extent of insurance is not reasonably available, the Regional Director may waive the requirement in conformity with the certification." FEMA has notified us that the Regional Director has not received any requests for an insurance waiver for any of the Subgrantees designated in the 2004 and 2005 events in the State of Florida. For building, contents and/or other subject property that currently lack the required insurance coverage, we accordingly agree to procure insurance in an amount that is at least equal to the amount of damage that was eligible arising from these storm events.

We acknowledge that we have reviewed the above-referenced Recovery Policies and we understand that we must maintain insurance for the anticipated life of the building, contents and/or other subject property. We acknowledge that a failure to provide evidence of insurance coverage on the subject insurable items may result in future de-obligations of previously awarded funding. As a result, we further acknowledge that a failure to adhere to the "obtain and maintain" grant condition will result in our insurable items being ineligible for FEMA PA funding in any future major disaster.

Sincerely,

(Signature)

(Date)

Name of Subgrantee

(Name of Subgrantee)

cc: FDEM

[Note: This template has been drafted for use solely in relation to DHS OIG Audit Report OIG-15-19-D and should not be used for any other purposes, including unrelated disasters.]

Attachment: Commitment No Policy Request (1418 : FEMA Insurance Compliance Requirements)



FEMA

FP 206-086-1

RECOVERY POLICY

- I. **TITLE: Public Assistance Policy on Insurance**
- II. **DATE OF ISSUANCE:** June 29, 2015
- III. **PURPOSE:** This policy guides decision making and interprets statutes and regulations related to insurance requirements under FEMA's Public Assistance program.
- IV. **SCOPE AND EXTERNAL AUDIENCE:** This policy applies to major disasters declared on or after the date of publication of this policy. The policy is intended for personnel administering the Public Assistance program, as well as Public Assistance applicants.
- V. **AUTHORITY:** Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Section 102, **Definitions**, Section 311, **Insurance**, Section 312, **Duplication of Benefits**, Section 406, **Repair, Restoration, and Replacement of Damaged Facilities**, Section 422, **Simplified Procedure**, and Section 428, **Public Assistance Program Alternative Procedures**; 42 U.S.C. §§ 5154, 5155, 5172, 5189, and 5189f, respectively; Flood Disaster Protection Act of 1973, Section 102, **Flood Insurance Purchase and Compliance Requirements and Escrow Accounts**, and Section 202, **Nonparticipation in Flood Insurance Program**, 42 U.S.C. §§ 4012a and 4106, respectively, and 44 C.F.R. § 206.250, **General**, § 206.251, **Definitions**, § 206.252, **Insurance Requirements for Facilities Damaged by Flood**, § 206.253, **Insurance Requirements for Facilities Damaged by Disasters Other Than Flood**.
- VI. **DEFINITIONS:**
 - A. **Applicant:** A State agency, local government, tribal government, or eligible private nonprofit organization that submits an application for assistance. In this guidance, FEMA also applies the term "applicant" to "recipient" or "subrecipient," which is the entity receiving assistance. (See 44 C.F.R. §§ 206.201(a) and (o) and 2 C.F.R. §200.93.)
 - B. **Blanket Policy:** A single insurance policy that provides multiple types of coverage and/or covers multiple properties.
 - C. **Building:** A walled and roofed structure, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. (See 44 C.F.R. § 206.251(b).)
 - D. **Contents:** Generally, portable property located within a building. Contents may include items that are otherwise defined as "equipment and furnishings" or "library books and publications." (See 44 C.F.R. §§ 206.226(h) and (i); and 2 C.F.R. §§ 200.313 and 314. See also definition of "contents coverage" in 44 C.F.R. § 59.1 related to National Flood Insurance Program.)
 - E. **Coverage:** The amount of risk or liability covered by insurance.
 - F. **Deductible:** A type of retained risk whereby the policyholder assumes the risk for a specified amount and the insurer deducts this amount from the loss before it pays up to the policy limit. Generally, either a specified dollar amount or a percentage of the insured amount.

- G. Equipment:** Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. (*See* 2 C.F.R. § 200.33.)
- H. Facility:** Any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved and maintained natural feature, (44 C.F.R. § 206.201(c)), and used synonymously in this policy with “property.”
- I. Hazard:** For the purpose of this policy, FEMA uses the term “hazard” as a synonym for peril, meaning the cause of the loss.
- J. Insurance:** Risk transfer from the insured to an insurer, where the insured agrees to pay a premium to the insurer, and in return the insurer agrees to reimburse the insured for covered losses to a property or properties if the losses are caused by designated hazards or perils. Insurance may also generally refer to this system of risk transfer.
- K. Insurance Pools:** Two or more entities which agree to share their risks under a contractual agreement. A pool is not under the control of a single pool member and is governed by a board or similar organizational entity comprised of participating members.
- L. National Flood Insurance Program (NFIP):** The program of flood insurance coverage and floodplain management administered under the National Flood Insurance Act of 1968, as amended, and applicable Federal regulations promulgated in 44 C.F.R., Subchapter B (Parts 50-149).
- M. Policy Limit:** The maximum amount provided for a type of loss under an insurance policy.
- N. Recipient:** The recipient is the government to which FEMA awards a grant. The recipient is accountable for the use of funds provided. Generally, the recipient refers to the government of the State where the President declares a major disaster. However, the term may also refer to an Indian Tribal government when the Chief Executive requests the declaration or when it chooses to act as recipient. The recipient is also considered a “pass-through entity” if it provides subawards to applicants. (2 C.F.R. §§ 200.74 and 200.86, and 44 C.F.R. § 206.201(e).)
- O. Self-Insurance Plan:** A formal means to manage risk through dedicated self-funding rather than through commercially available insurance. FEMA distinguishes a self-insurance plan from non-insurance, “rainy-day funds,” or other forms of risk retention through evidence of fixed contributions and a formalized plan or system to pay losses as they occur.
- P. Self-Insured Retention:** A type of retained risk whereby the policyholder retains an amount of loss before an additional layer (or layers) of coverage become available. With a self-insured retention, the insured retains responsibility for paying covered claims up to a set threshold. Upon meeting the threshold, the insurer offering the additional layer(s) (i.e., the excess insurer) assumes liability. FEMA does not consider self-insured retentions to constitute self-insurance plans.
- Q. Special Flood Hazard Area (SFHA):** An area identified by FEMA as having special flood, mudflow, or flood-related erosion hazards. (*See* 44 C.F.R. § 59.1.)
- R. Standard Flood Insurance Policy (SFIP):** The flood insurance policy issued by the Federal Insurance Administrator or an insurer pursuant to an arrangement with the Federal Insurance Administrator pursuant to Federal statutes and regulations. (*See* 44 C.F.R. § 59.1.)

- S. State Insurance Commissioner:** A state official designated with regulating and overseeing the business of insurance within their state. May also be referred to by another title.
- T. Temporary Facility:** A facility that houses an essential community service while the facility where the essential service is normally performed is repaired, restored, or replaced.
- U. Vehicle:** For the purpose of this policy, FEMA uses the term “vehicle” to mean a mechanized device used for carrying passengers, goods, or equipment.

VII. POLICY:

PART 1: Insurance Requirements Relating to Repair, Restoration, and Replacement of Damaged Facilities (Section 311 of the Stafford Act)

- A. The Requirement to Obtain and Maintain Insurance.** When FEMA provides an applicant assistance for permanent work to replace, restore, repair, reconstruct, or construct a facility, the applicant must insure that facility against future loss.¹ FEMA refers to this as the requirement to “obtain and maintain” insurance, or, the “insurance requirement.”
 - 1. By law, applicants must comply with this requirement as a condition of FEMA assistance.²
 - 2. FEMA applies this requirement to buildings, contents, equipment, and vehicles.
 - 3. FEMA does not require applicants to obtain and maintain insurance for temporary facilities.
- B. Types and Extent of Insurance Required.** The Stafford Act requires that applicants insure facilities and their contents with the “types and extent” of insurance that is reasonably available, adequate, and necessary to protect against future loss to the property.³ Types refers to the hazard(s) that caused the disaster-related damage and extent refers to the amount of insurance required.⁴
 - 1. FEMA will calculate the amount of insurance the applicant is required to obtain and maintain using estimated or actual eligible costs prior to any reductions (for example, reductions by insurance proceeds or based on a previous insurance requirement) and including both the Federal and non-Federal cost share.
 - a. If FEMA provides assistance that covers costs related to replacing, restoring, repairing, reconstructing, or constructing items that are not buildings, contents, equipment, and vehicles, FEMA will subtract costs related to these items from the amount of required insurance.

¹ 42 U.S.C. § 5154; 44 C.F.R. §§ 206.251(a), 206.252(d), and 206.253(b)(1).

² 42 U.S.C. § 5154; 44 C.F.R. §§ 206.251(a), 206.252(d), and 206.253(b)(1). Assistance is any form of Federal grant under sections 406, 422, and 428 of the Stafford Act to replace, restore, repair, reconstruct, or construct a facility and/or its contents as a result of a major disaster.

³ 42 U.S.C. § 5154.

⁴ 42 U.S.C. § 5154(a); 44 C.F.R. §§ 206.252(d) and 206.253(b)(1).

- b. FEMA does not require applicants to obtain and maintain insurance when the eligible costs (prior to reductions) provided to replace, restore, repair, reconstruct, or construct an insurable facility are less than \$5,000.⁵
 2. Applicants must insure against future losses from the hazard(s) that caused the damage to the property.⁶
 - a. When multiple hazards cause damage to a property, the applicant must insure against each hazard in an amount based on the damage caused by each hazard.
 - b. FEMA requires insurance against the hazard(s) that caused the damage, even if that means the applicant must purchase additional or broader coverage. For example, if wind caused the damage to the property, the FEMA-required wind coverage may in some circumstances be available only if the applicant obtains an all-risk policy.
 - c. If an applicant relocates a facility outside of a Special Flood Hazard Area (SFHA), FEMA may not require the applicant to obtain and maintain flood insurance (depending on the risk), but will require an all-hazards or other appropriate policy to protect against future loss.⁷
 3. Prior to project approval, FEMA will notify applicants of their initial insurance requirement(s) and identify the types and extent of insurance the applicant is required to obtain and maintain.
 4. The type and extent of insurance required may be modified based on the provisions of Sections D or E of this Part.
- C. Complying with the Insurance Requirement.** Applicants may comply with the insurance requirement for both flood and non-flood hazards with coverage available through commercial property insurance, which may include blanket policies; standard flood insurance policies; insurance pools; or a combination of these sources. In some cases, and with FEMA approval, applicants may comply with the insurance requirement using a self-insurance plan.
1. Retained Risk: Applicants will usually retain some reasonable amount of risk, for example through a deductible or self-insured retention, because generally no insurer will accept 100 percent risk transfer. FEMA does not prescribe a reasonable amount of retained risk.
 2. Self-Insurance: An applicant may request using a self-insurance plan to comply with the insurance requirement. The request must be made in writing to FEMA through the recipient, and include a self-insurance plan for FEMA's approval at the time the applicant accepts assistance or subsequently as described in this policy (see Section VII, Part 1(F)).⁸

⁵ 44 C.F.R. §§ 206.252(d) and 206.253(d)

⁶ 42 U.S.C. § 5154(a); 44 C.F.R. §§ 206.252(d) and 206.253(b)(1).

⁷ FEMA will reduce assistance for the facility in the SFHA pursuant to Section 406(d)(1) of the Stafford Act, as appropriate. See Section VII, Part 2(B) of this policy.

⁸ 42 U.S.C. § 5154(c).

- a. The applicant's self-insurance plan must be deemed acceptable by FEMA in order to comply with the insurance requirement. The applicant's self-insurance plan should specify:
 - i. The authority for developing, implementing, and enforcing the plan;
 - ii. The financial arrangement used to fund the plan and pay for losses, which includes a system for fixed contributions and a formalized plan to pay losses as they occur;
 - iii. How funds will be distributed;
 - iv. The hazards/perils covered;
 - v. Commercial property insurance and/ or reinsurance, including blanket policies; standard flood insurance policies; insurance pools; or a combination of these sources that provide additional coverage; and
 - vi. An inventory of property covered by the plan, which includes the location of individual properties and an estimate of the current replacement costs of the properties.
 - b. For properties located in an SFHA:
 - i. For the purposes of complying with the requirements of Section 311 of the Stafford Act and this policy, FEMA will only consider approving a self-insurance plan for any property located in an SFHA once the applicant has otherwise met the flood insurance purchase requirements of the National Flood Insurance Act.
 - ii. Only the Federal Insurance Administrator has the authority to approve self-insurance plans to meet the statutory requirement to purchase flood insurance up to the maximum limit of coverage provided by the NFIP for State-owned structures and their contents in an SFHA.
 - iii. Determinations from the Federal Insurance Administrator that a State's plan of self-insurance exempts it from the flood insurance purchase requirement of the National Flood Insurance Act do not constitute approval of a self-insurance plan:
 - 1) For any other hazard; or
 - 2) That meets the requirements of Section 311 of the Stafford Act and this policy.
 3. As part of its grant approval procedures, FEMA will determine whether an applicant's insurance coverage complies with the requirement.
- D. Modifying the Insurance Requirement.** An applicant may request that FEMA modify the insurance requirement if the applicant attempts to comply with the requirement and believes that: the required insurance is not reasonably available; an alternative to the insurance requirement provides adequate protection against future loss to the property; or the required insurance is not necessary to protect against future losses to the property.
1. The applicant should submit its written request to modify the insurance requirement to FEMA through the recipient. The request should include supporting documentation.
 2. In its supporting documentation, the applicant should identify and provide relevant evidence, such as:

- a. Whether insurance coverage for the hazard or category of property exists, the conditions under which insurers offer coverage, or whether like-situated parties have substantially similar coverage;
 - b. Whether the applicant can obtain the amount of insurance coverage, and if not, why (for example, if the amount of insurance FEMA requires exceeds the value of the property);
 - c. The likelihood of repetitive damage;
 - d. Whether hazard mitigation measures reduce future risk to the property⁹;
 - e. Information describing the alternative to insurance and an explanation as to why it provides adequate protection against future loss;
 - f. The affordability of the types and extent of insurance, including the amount of retained risk required as part of available insurance policies, and the cost of insurance in relation to the applicant's operating budget; and
 - g. The possibility of renewing an existing insurance policy.
3. In its request, the applicant should also specify the types and extent of insurance it suggests are reasonably available, adequate, and necessary to protect against future loss, based on the supporting documentation provided.
 4. FEMA will consider the request provided by the applicant and work with the applicant and recipient to determine whether it is appropriate to modify the insurance requirement.
- E. State Insurance Commissioner Certifications.** FEMA will not require greater types and amounts of insurance than are certified as reasonably available, adequate, or necessary by the appropriate State insurance commissioner.¹⁰ The State insurance commissioner cannot waive Federal insurance requirements, but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.¹¹
1. In a certification, a State insurance commissioner should identify the facility or facilities that the certification applies to and certify the types and extent of insurance reasonable to protect against future loss to the property or properties.
 2. The certification should include supporting information regarding the availability, adequacy, and necessity of insurance such as:
 - a. Insurance market conditions, including market competition and the relative size of voluntary and residual markets within the State and declared area;
 - b. Reasonable risk management practices based on the applicant's function, size, and operating budget; and

⁹ 44 C.F.R. § 206.253(d).

¹⁰ When the applicant is a Indian Tribal government, the State insurance commissioner should consult with the Indian Tribal government representative designated to regulate and oversee insurance within their jurisdiction, if such a position exists.

¹¹ 42 U.S.C. § 5154(a)(2); 44 C.F.R. §§ 206.252(d) and 206.253(c).

- c. Additional information related to the hazard(s) and class(es) of property for which the applicant must obtain insurance, the extent of policy limits for each insured property, and related premium costs.
 3. FEMA will not accept a State insurance commissioner certification that purports to certify that flood insurance—up to the maximum amount of coverage available through an SFIP—is not reasonably available for properties insurable under the NFIP.
 4. FEMA will use the type and amount of insurance certified as reasonably available, adequate, or necessary by the State insurance commissioner to modify the applicant's insurance requirement.
 5. A State insurance commissioner certification regarding an applicant's property only applies to the current declared event. FEMA does not consider prior certifications when establishing insurance requirements in a subsequent disaster.
- F. Timeframes for Obtaining Insurance.** FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.¹²
1. The applicant must document its commitment to comply with the insurance requirement with proof of insurance.
 2. If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:
 - a. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
 - b. When the scope of work is complete.
 3. FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.¹³
 4. An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.¹⁴
- G. Consequences of Non-Compliance (Failure to Obtain and Maintain Insurance).** If an applicant does not comply with the insurance requirement in accordance with this policy and

¹² 42 U.S.C. § 5154(a)(1); 44 C.F.R. §§ 206.252(d) and 206.253(b)(1).

¹³ 2 C.F.R. § 200.343.

¹⁴ 42 U.S.C. §§ 5154(a)(1) and (b); 2 C.F.R. § 200.338.

applicable legal authorities,¹⁵ FEMA will deny or de-obligate assistance in the current disaster and deny future assistance for that facility.¹⁶

H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:

1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster (see Section G of this part).¹⁷
2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
 - a. The amount of any deductible or self-insured retention the applicant assumed (i.e., “retained risk”);
 - b. The method of coverage the applicant chose in order to comply with the requirement (for example, commercial property insurance, which may include blanket policies; standard flood insurance policies; insurance pools; an approved self-insurance plan; or a combination thereof);¹⁸ or
 - c. Whether the policy provides coverage for ineligible losses also incurred as a result of the disaster (for example, business interruption).
3. If FEMA modified the applicant’s insurance requirement pursuant to Sections D or E of this Part, assistance will be reduced by the modified insurance requirement.
4. If the applicant’s anticipated or actual insurance proceeds are higher than the amount of insurance required in the previous disaster, FEMA will reduce assistance by that amount in accordance with Section VII, Part 2(A) of this policy.

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.¹⁹

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.²⁰
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.²¹

¹⁵ See Section V, Authorities.

¹⁶ 42 U.S.C. §§ 5154(a) and (b); 44 C.F.R. §§ 206.250(a), 206.252(d), and 206.253(e) and (f).

¹⁷ 42 U.S.C. § 5154(b).

¹⁸ 42 U.S.C. §§ 5154(b) and (c); 44 C.F.R. §§ 206.250(a) and 206.253(b)(2).

¹⁹ 42 U.S.C. § 5155.

²⁰ 44 C.F.R. §§ 206.252(c) and 206.253(a).

- a. FEMA will reduce assistance by actual proceeds unless the amount is unavailable, in which case the anticipated proceeds will be used to estimate the reduction until the actual amount of insurance proceeds is determined.
 - b. FEMA will not reduce assistance for any retained risk, such as a deductible, where there is no previous insurance purchase requirement. However, as explained in Section VII, Part 1(H)(2), if the facility is damaged in a subsequent disaster, FEMA will reduce assistance in the subsequent disaster by the amount of the previous requirement, regardless of the amount of retained risk.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).
 - a. *Insolvent Insurer*: If an applicant is unable to recover insurance proceeds owed by an insurer because the insurer is found to be legally insolvent due to the disaster event, FEMA will not reduce assistance by the amount of insurance proceeds the applicant was entitled to receive from the insurer.²²
 - b. *Legal Fees*: If an applicant incurs legal fees in an effort to recover insurance proceeds from an insurer, FEMA will subtract the cost of reasonable legal fees from the insurance proceeds before reducing assistance.
4. When an applicant receives proceeds for losses that are ineligible for FEMA assistance (for example, business interruption), FEMA will calculate a relative apportionment of insurance proceeds before reducing assistance. FEMA will apportion insurance proceeds as follows:
 - a. Based on the proceeds per type of loss as specified by the applicant's policy or settlement documentation;
 - b. Based on policy limits for categories of loss as specified in the applicant's policy; or
 - c. Based on the ratio of total eligible losses compared to total ineligible losses.
5. If an applicant has an insurance requirement from a previous event:
 - a. FEMA will reduce assistance by the actual or anticipated insurance proceeds or the amount of insurance required in the previous disaster, whichever is greater.
 - b. FEMA will only consider insolvent insurers, legal fees, or apportionment of proceeds as described in Section VII, Part 2(A)(3) and (4) when the applicant's anticipated or actual insurance proceeds are higher than the amount of insurance required in the previous disaster.
 - c. If an applicant failed to obtain or maintain insurance for a facility as required in the previous disaster, that facility is not eligible for disaster assistance, as discussed in Section VII, Part 1(G) and (H)(1).

²¹ 44 C.F.R. §§ 206.250(c), 206.252(c), and 206.253(a).

²² If the insurer is found to be legally insolvent for any other reason, FEMA will make a determination regarding reductions on a case-by-case basis.

B. Properties Located within Special Flood Hazard Areas. For properties located in a Special Flood Hazard Area (SFHA), applicable law may require FEMA to reduce assistance.

1. The reduction of assistance applies to NFIP-insurable properties that meet each of the following criteria:
 - a. Located in an SFHA where FEMA has identified the area as an SFHA for more than one year;
 - b. Damaged by flooding; and
 - c. Uninsured for flood loss.²³
2. FEMA will reduce assistance by the lesser of:
 - a. The value of the property at the time of the disaster; or
 - b. The maximum amount of insurance proceeds that an SFIP would provide for a building and its contents.²⁴
3. Exception: For private nonprofit applicants in communities that do not participate in the NFIP, FEMA will not reduce assistance as described in Section VII, Part 2(B). However, in order for FEMA to approve assistance for the private nonprofit applicant, the community must agree to participate in the NFIP within six months of the declaration, or the private nonprofit must obtain and maintain flood insurance from another source.²⁵
4. For property located in an SFHA that is covered by flood insurance:
 - a. FEMA will reduce assistance by the amount of actual or anticipated insurance proceeds.²⁶
 - b. If the property is not insured through an SFIP and the amount of actual or anticipated proceeds is less than what would be provided through an SFIP, then FEMA will reduce assistance by the maximum amount of insurance proceeds that an SFIP would provide.
5. If an applicant believes that a property is not located in the identified SFHA, as indicated by the current Flood Insurance Rate Map (FIRM), the applicant may request a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) to FEMA within six months of the disaster declaration.
 - a. It is the sole responsibility of an applicant to request a LOMA or LOMR if it believes that its property is not located in the identified SFHA as indicated on the current FIRM.²⁷
 - b. FEMA will not reimburse costs incurred in pursuit of a LOMA or LOMR.²⁸
 - c. FEMA will reduce assistance as described above (Section VII, Part 2(B)) until and unless the applicant obtains a LOMA or LOMR.

²³ 42 U.S.C. § 5172(d)(1).

²⁴ 42 U.S.C. § 5172(d)(2); 44 C.F.R. §§ 206.250(d) and 206.252(b).

²⁵ 42 U.S.C. § 5172(d)(3); 44 C.F.R. § 206.252(b).

²⁶ 42 U.S.C. § 5155.

²⁷ 44 C.F.R. §§ 65.4, 70.3, and 70.5.

²⁸ 44 C.F.R. § 206.223.

- VIII. RESPONSIBLE OFFICE:** Recovery Directorate, Public Assistance Division.
- IX. SUPERSESSION:** This policy supersedes all previous guidance on this subject, including Disaster Assistance Policy (DAP) 9530.1, *Retroactive Application of a Letter of Map Amendment (LOMA) or a Letter of Map Revision (LOMR) to Infrastructure Grants*, dated January 2, 2009.
- X. REVIEW DATE:** This policy will be reviewed 3 years from the date of issuance in accordance with FEMA Directive 112-12.



Alex Amparo
Assistant Administrator
Recovery Directorate

OFFICE OF INSPECTOR GENERAL**FEMA Insurance Reviews of Applicants Receiving Public Assistance Grant Funds for 2004 and 2005 Florida Hurricanes Were Not Adequate**

Attachment: OIG_15-19-D_Dec14 (1418 : FEMA Insurance Compliance Requirements)



Homeland
Security

December 18, 201**OIG-15-19-D**

Packet Pg. 347



HIGHLIGHTS

FEMA Insurance Reviews of Applicants Receiving Public Assistance Grant Funds for 2004 and 2005 Florida Hurricanes Were Not Adequate

December 18, 2014

Why We Did This

We received two Office of Inspector General (OIG) Hotline complaints about insurance reviews of Florida disaster assistance applicants. In addition, three OIG audits of Florida grant recipients raised similar concerns.

What We Recommend

Federal Emergency Management Agency (FEMA) needs to perform a comprehensive insurance review of \$177 million awarded to 154 applicants to ensure that duplication of benefits does not exist, and avoid potentially up to a billion dollars in future costs by ensuring that Florida applicants obtained and maintained adequate amounts of insurance.

For Further Information:

Contact our Office of Public Affairs at (202) 254-4100, or email us at DHS-OIG.OfficePublicAffairs@oig.dhs.gov

What We Found

The quality of FEMA's insurance reviews in Florida was not adequate to maximize insurance available under applicants' policies and to ensure that duplication of benefits did not occur. FEMA's Florida Recovery Office knew about these deficiencies in its insurance review process but did not correct them. As a result, FEMA may have funded up to \$177 million that insurance should have covered.

Furthermore, FEMA's insurance specialists routinely waived the requirement to obtain and maintain insurance for future disasters, even though they did not have the authority to take such action. FEMA's Florida Recovery Office did not detect and correct this deficiency. As a result, FEMA potentially stands to lose up to a billion dollars in future Florida disasters because many Florida communities may not have adequate insurance coverage for future disasters such as those that occurred in 2004 and 2005.

FEMA Response

FEMA chose to withhold comments until after we issue our final report. FEMA's written response is due within 90 days of report issuance.

Attachment: OIG_15-19-D_Dec14 (1418 : FEMA Insurance Compliance Requirements)



OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

December 18, 2014

MEMORANDUM FOR: Andrew Velasquez III
Regional Administrator-Acting, Region IV
Federal Emergency Management Agency

FROM: 
John V. Kelly
Assistant Inspector General
Office of Emergency Management Oversight

SUBJECT: *FEMA Insurance Reviews of Applicants Receiving Public Assistance Grant Funds for 2004 and 2005 Florida Hurricanes Were Not Adequate*
FEMA Disaster Numbers DR-1539, DR-1545,
DR-1551, DR-1561, DR-1595, DR-1602, and DR-1609
Report Number OIG-15-19-D

We audited the insurance adjustments applied against Federal Emergency Management Agency (FEMA) Public Assistance funds awarded to applicants who had insurance coverage with a specific insurance provider during the 2004 and 2005 hurricane seasons in Florida. The Florida Department of Emergency Management (Florida), a FEMA grantee, awarded these funds to applicants for disaster recovery work related to hurricanes that occurred in Florida during this time. This audit is a follow-up to two complaints we received through our Hotline and three previous audits we conducted of Public Assistance grant recipients in Florida.¹

The first complaint, received in January 2011, identified concerns with duplication of benefits and damages that insurance should have covered in the state of Florida. The second complaint, received in February 2011, indicated that, since 2010, FEMA management had been aware of potentially significant issues with insurance adjustments relating to disaster assistance in 2004 and 2005. In addition, our three previous audits of Florida grant recipients raised similar concerns.²

¹ *City of Vero Beach, Florida – Disaster Activities Related to Hurricane Jeanne*, DA-11-18, May 12, 2011; *City of Vero Beach, Florida – Disaster Activities Related to Hurricane Frances*, DA-11-19, May 12, 2011; and *FEMA Public Assistance Grant Funds Awarded to City of Coral Springs, Florida – Hurricane Wilma*, DA-12-15, April 1, 2012.

² Appendix B provides additional information about the three previous audits.



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We judgmentally selected nine applicants from a list of applicants that carried insurance through the Insurance Company. The FEMA Florida Recovery Office provided this list to us in 2012. For these nine applicants, we judgmentally selected 78 projects, based on dollar values, from 2,088 projects that FEMA approved. FEMA Region IV provided a more comprehensive list in March 2014, and we used this information to update the data for our audit universe. Table 1 presents the gross and net award amounts for the 154 applicants in our audit universe and the gross and net award amounts for the 78 projects we selected for review.

Table 1 - Gross and Net Award Amounts

	Applicants	Projects	Gross Award Amounts	Insurance Reductions	Net Award Amounts
Audit Universe	154	2,088	\$244,196,468	(\$67,017,518)	\$177,178,950
Audit Scope	9	78	\$66,022,261	(\$14,895,437)	\$51,126,824

Source: Department of Homeland Security (DHS) Office of Inspector General (OIG) prepared with information obtained from the FEMA Florida Recovery Office, FEMA Region IV Office, and FEMA's National Emergency Management Information System (NEMIS).

Background

The State of Florida experienced historic weather events during its 2004 and 2005 hurricane seasons with seven hurricanes and two tropical storms. Four hurricanes hit the state in 2004 over a span of 44 days, causing an estimated \$45 billion in damages and resulting in Public Assistance funding totaling almost \$2.5 billion. The three hurricanes that passed through Florida in 2005 resulted in Public Assistance funding totaling almost \$1.9 billion. Table 2 summarizes the Federal assistance FEMA provided to Florida for the seven hurricanes. Five of the seven hurricanes that hit Florida during this time rank in the top ten costliest hurricanes in the United States, according to the Insurance Information Institute.³

³ Appendix B provides additional background information.



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Table 2 – Federal Assistance for Florida Disasters

Florida Disaster Declarations 2004 and 2005 Hurricanes				
Year	Disaster number	Incident	Public Assistance Funding	Permanent Work
2004	1539	Hurricane Charley	\$ 612,562,547	\$ 174,624,913
	1545	Hurricane Francis	666,626,360	276,740,261
	1551	Hurricane Ivan	697,541,112	347,468,706
	1561	Hurricane Jeanne	521,496,152	133,641,815
Subtotals			\$2,498,226,171	\$ 932,475,695
2005	1595	Hurricane Dennis	\$ 200,000,891	\$ 75,320,688
	1602	Hurricane Katrina	194,445,713	37,115,273
	1609	Hurricane Wilma	1,482,028,525	483,277,214
Subtotals			\$1,876,475,129	\$ 595,713,175
Grand Totals			\$4,374,701,300	\$1,528,188,870

Source: DHS OIG prepared with information from FEMA.gov.

Results of Audit

The quality of FEMA's insurance reviews in Florida was inadequate to maximize insurance available under applicants' policies with the Insurance Company and to ensure that duplication of benefits did not occur. FEMA's Florida Recovery Office knew about these deficiencies in its insurance review process but did not correct them. As a result, FEMA may have funded up to \$177.2 million that insurance should have covered. To resolve these problems, FEMA needs to:

- (1) conduct a detailed insurance review of all projects associated with applicants that have insurance with the Insurance Company to determine the correct amount of available insurance benefits that the applicants received or should have received for the projects FEMA approved;
- (2) recover the additional insurance proceeds identified in the reconciliation recommended in the first step above; and
- (3) direct Florida, as grantee, to work with applicants, the State Insurance Commissioner, and the Insurance Company to ensure that applicants receive or have received the maximum insurance benefits available under their policies for the projects FEMA approved.

Furthermore, FEMA's insurance specialists routinely waived the requirement to obtain and maintain insurance for future disasters, even though they did not have the authority to take such action. FEMA's Florida Recovery Office did not detect and correct this deficiency. As a result, FEMA potentially stands to lose



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up to a billion dollars in future Florida disasters because many Florida communities may not have adequate insurance coverage for future disasters such as those that occurred in 2004 and 2005. Therefore, FEMA also needs to:

- (1) determine the final gross eligible project costs for each project and in turn rewrite the project worksheets to identify the correct amount of insurance that each applicant must obtain and maintain as a condition of receiving disaster assistance; and
- (2) Direct Florida to review all Florida applicants and determine whether they have either obtained the required insurance, or obtained an insurance waiver from the State Insurance Commissioner to avoid potentially paying up to a billion dollars in future costs.

Finally, FEMA told us that, due to the nature of disaster recovery response, some of the insurance specialists who worked on the Florida disasters transitioned to other disasters, including Hurricane Sandy. While this report contains no recommendations specific to Hurricane Sandy, given that we received the Hotline complaints in 2011 for 2004 and 2005 hurricanes, we are concerned that the conditions we identified in this report continue to exist and may be ongoing in some active disasters.

Finding A: FEMA's Insurance Reviews Were Inadequate

FEMA's insurance reviews were inadequate to ensure that approved project costs included required reductions for the maximum amount of available insurance and did not include duplicate benefits. As a result, FEMA funded \$177.2 million that insurance may have covered. This occurred because, after FEMA's Florida Recovery Office insurance staff alerted its management to deficiencies in its own insurance review process, the Florida Recovery Office management did not correct the deficiencies. Instead, FEMA's Florida Recovery Office management chose to accept the Insurance Company's assertion that the policy between the Insurance Company and the applicants did not cover the \$177.2 million in damages.

Section 312(a) of the *Stafford Act*, Duplication of Benefits, states that no entity will receive assistance for any loss for which they have received financial assistance from any other program, from insurance, or from any other source. In addition, Federal regulations at 44 Code of Federal Regulations (CFR) 206.250(c) stipulate that "actual and anticipated insurance recoveries shall be deducted from otherwise eligible costs."



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FEMA Insurance Specialists Did Not Identify Available Insurance

In some cases, the specialists determined that insurance was not available, even when the applicant had a policy covering the damaged facilities. As table 3 shows, of the 78 project worksheets we reviewed, 38 (49 percent) included a comment that no insurance was available or that insurance did not cover the damages.

Table 3 - Project Worksheets with “No Insurance” Determination

Applicant	Disaster Number	# of Projects Selected for Review	Gross Project Amounts for Selected Projects	# of Projects with “No Insurance” Comment	Gross Award Amounts for Projects with “No Insurance” Comment
Everglades City	1609	8	\$ 3,902,431	5	\$ 1,366,567
Fort Pierce	1545	7	34,284,701	4	2,127,041
Islamorada	1609	6	5,263,038	3	553,924
Marathon	1609	3	2,171,668	2	182,759
Monroe County	1609	5	682,689	1	344,597
Pembroke Pines	1609	19	10,619,759	10	2,557,146
Plantation	1609	15	4,522,237	8	1,532,687
Vero Beach	1545	5	610,145	0	0
Wellington	1609	10	3,965,593	5	3,096,958
Totals		78	\$66,022,261	38	\$11,761,679

Source: DHS OIG prepared with information obtained from the FEMA Florida Recovery Office, FEMA Region IV Office, and FEMA’s NEMIS.

Our review showed that FEMA insurance specialists adequately supported only 4 of their 38 “no insurance” decisions; FEMA expects these 4 projects to total \$662,085. As for the remaining 34 projects totaling \$11.1 million, FEMA insurance specialists either incorrectly arrived at that decision, or could not support that decision. Specifically, FEMA insurance specialists incorrectly arrived at a no-insurance determination for 23 projects totaling \$8.6 million, and had no support to justify their determinations for 11 projects totaling \$2.5 million.



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Significant Duplication of Benefits Potentially Exists for Damages Funded by FEMA

We reviewed the 9 applicants' insurance policies for the 78 selected projects. In particular, we compared the Schedule of Properties and the Statements of Loss, when available, to the project scope of work. Critical documentation was often incomplete, such as the following:

- Insurance policies were incomplete and missing pages.
- Statements of Loss were not available.
- The Schedule of Properties was not available in two cases.
- Summaries supporting and tracking deductible calculations were not available.

Based on the frequency and range of these issues, we concluded that FEMA could not have completed a valid insurance assessment with the documentation available. Comparing the available insurance documentation to the scopes of work FEMA authorized in the project worksheets, we identified \$46,477,751 of project costs that insurance policies potentially covered. This amount represents about 91 percent of the \$51,126,825 FEMA approved (obligated) for the 78 projects we reviewed. It is important to note that our audit covered only 9 applicants out of the total 154 applicants who had policies with the Insurance Company. For the 154 applicants, FEMA approved \$177.2 million for 2,088 projects. Because our audit shows that these projects are at high risk, we conclude that FEMA has little assurance that its insurance specialists properly reduced the \$177.2 million in FEMA-approved damages.

FEMA's Florida Recovery Office Was Aware of Problems with Insurance Reviews

Insurance specialists performing closeout activities in the FEMA Florida Recovery Office identified potentially serious problems with insurance in late summer of 2010. They said that they immediately notified management of their concerns. Specifically, the problems they identified were caused by FEMA applying insufficient reductions to the funding of 2004 and 2005 hurricane project worksheets for the amounts of anticipated or actual insurance proceeds applicants expected or received from the Insurance Company.

FEMA's Lead Insurance Specialist initially estimated that between \$80 million and \$120 million of disaster assistance might include duplicate benefits that insurance covered or should have covered. The Lead Insurance Specialist said these problems occurred because of (1) insufficient and inaccurate insurance



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reviews at the time of project development, and (2) understated claims adjustments and insurance settlements from the Insurance Company. In March 2014, FEMA provided a comprehensive dataset for applicants with insurance through the Insurance Company. This updated information identified 154 applicants with 2,088 projects totaling a gross award amount of \$244,196,468 (see audit scope paragraph on page 2).

Insurance Company Established a \$25 Million Reserve Fund for Anticipated Claims of Five Applicants

In October 2010, FEMA initiated a project to review all projects for five cities (applicants) with insurance through the Insurance Company.⁴ In early November 2010, the Insurance Company notified the five cities that their claims relating to the 2004 and 2005 hurricanes may be under review. At the end of December 2010, a representative of the Insurance Company reported to Florida that the Board of Trustees of the Insurance Company had:

- contacted its re-insurers to notify them of the issues;⁵ and
- approved a reserve fund of \$25 million for use in the event the Insurance Company was responsible for additional claims for the five initial cities.

FEMA Accepted the Insurance Company's Position on "Listed Properties" Despite Differing Opinions

In February 2011, an attorney representing the Insurance Company sent FEMA's Florida Recovery Office Public Assistance Infrastructure Branch Director a letter concerning potential Insurance Company's responsibilities. The letter clearly stated the Insurance Company's position that "any property damage claims pertaining to items of property not included on the members Property Schedule were not covered under the [Insurance Company's] agreements with those members."

A Florida Recovery Office official and some applicants disagreed with the Insurance Company's position. For example, the Lead Insurance Specialist believed the insurance contract was a standard contract, readily available and obtained from a provider of insurance products and services. The Lead Insurance Specialist also contended that the Insurance Company's position

⁴ The gross awards for the five initial cities totaled \$33.4 million, as of March 2014.

⁵ "Reinsurance is a transaction in which one insurance company indemnifies, for a premium, another insurance company against all or part of the loss that it may sustain under its policy or policies of insurance." *Source*: Reinsurance Association of America.



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was not consistent with industry interpretations or other cities' interpretations. For example, City of Coral Springs officials stated they obtained insurance on assets listed on the City's property schedule, and challenged the Insurance Company's position that assets not described in detail would not be covered. Despite these opposing viewpoints, the FEMA's Public Assistance Infrastructure Branch Director decided to accept the Insurance Company's position.

Rather than simply accepting the Insurance Company's position, FEMA should have asked the State Insurance Commissioner for advice. The Florida Office of Insurance Regulation "regulates the insurance industry and maintains expertise related to life and health, property and casualty, specialty lines, and other regulated insurance entities. It protects the public through oversight of insurance company solvency and market conduct performance."⁶

Florida Recovery Office Re-Evaluation of All Open Claims Did Not Result in Additional Insurance Company Payments

Subsequently, the Florida Recovery Office insurance staff re-evaluated all the open project worksheets and classified them based on the perceived level of effort to resolve the insurance issues. Representatives from FEMA, Florida, and the Insurance Company met on March 3, 2011. In April 2011, the Insurance Company issued a summary of understanding that documented a "baseline" interpretation of the insurance contract for further review and analysis of projects. However, not one applicant participated in this discussion concerning the interpretation and intent of the Insurance Company's policy. This is also highly unusual because FEMA did not participate in any of the meetings that the applicants had with the Insurance Company. Therefore, FEMA would have no knowledge of what the applicants anticipated they would have received from the insurance company if this had not been a FEMA covered disaster.

Further Progress to Resolve the Insurance Issues Did Not Occur Until 2013

Further progress towards resolution of these insurance issues appears to have stalled at this point. In our audits of Vero Beach, we questioned \$2.9 million for ineligible costs for damages covered by insurance. In its response to that audit, FEMA stated that it deobligated \$2.9 million for these costs pending additional documentation from the applicant. As of the report date, neither the

⁶ Source: Website for the Florida Office of Insurance Regulation.



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applicant nor FEMA has taken any further action. In our audit of Coral Springs, we questioned \$1.6 million for ineligible costs claimed for damages covered by insurance. In its response to that audit, FEMA used an analysis from the Insurance Company to deobligate \$525,577—about one-third of the amount we questioned in the audit. FEMA has not responded to our requests to explain the differences.

In November 2013, Florida provided FEMA documentation that the insurance company paid six applicants a total of \$4.5 million. The \$4.5 million included payments for Coral Springs and Vero Beach totaling only \$2.2 million. However, we questioned almost \$4.5 million in the three audit reports for these two cities (see footnote 1). Despite our requests, neither FEMA nor Florida attempted to reconcile these payments to (1) the scopes of work, (2) the insurance policies, or (3) the findings in our audit reports.

Status of the Insurance Company's \$25 Million Reserve Fund

FEMA has taken no significant actions to address and correct these insurance problems. For example, despite the Insurance Company establishing the \$25 million reserve fund, FEMA has not actively pursued the resolution of these insurance settlements or applied appropriate deductions to project worksheets to avoid any duplication of benefits.

In response to our inquiries about the status of the \$25 million reserve fund, the Insurance Company told us that it eliminated the fund because it no longer expects FEMA to deobligate any of the grant funds. The Insurance Company added that, if FEMA officials had identified specific project worksheets, it would examine them on a case-by-case basis, but currently it was not actively assigning resources to project worksheets for examination. The Insurance Company also clarified that the re-insurance partners were foreign and domestic partners and were no longer actively involved with (the Insurance Company) on these project worksheets.

Finding B: FEMA Insurance Specialists Improperly Waived the Obtain and Maintain Insurance Requirement

FEMA's insurance specialists routinely waived the requirement to obtain and maintain insurance, even though they did not have the authority to take such action. This occurred because FEMA's Florida Recovery Office did not detect and correct this deficiency. As a result, FEMA potentially stands to lose up to a



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billion dollars in future Florida disasters because many Florida communities may not have adequate insurance coverage for future disasters such as those that occurred in 2004 and 2005. As table 4 shows, 32 of the 78 projects we reviewed included an insurance requirement waiver comment. The FEMA approved gross value of the projects with the waiver comments totaled \$41,519,255, or 62.9 percent of the gross award amount of \$66,022,261 FEMA estimated for the 78 projects (see scope paragraph on page 2).⁷

Table 4 - Project Worksheets with Insurance Requirement Waived

Applicant	Disaster Number	# of Projects Selected for Review	Gross Project Amounts for Selected Projects	Projects with Insurance Rqmt Waived	Gross Value of Damages with Waiver Comment
Everglades City	1609	8	\$ 3,902,431	3	\$ 912,476
Fort Pierce	1545	7	34,284,701	6	33,219,622
Islamorada	1609	6	5,263,038	3	553,924
Marathon	1609	3	2,171,668	1	82,600
Monroe County	1609	5	682,689	2	250,147
Pembroke Pines	1609	19	10,619,759	3	1,748,124
Plantation	1609	15	4,522,237	8	1,532,688
Vero Beach	1545	5	610,145	0	0
Wellington	1609	10	3,965,593	6	3,219,674
Totals		78	\$66,022,261	32	\$41,519,255

Source: DHS OIG prepared with information obtained from the FEMA Florida Recovery Office, FEMA Region IV Office, and FEMA's NEMIS.

Federal regulations at 44 CFR 206.253(b)(1) require that, as a condition of receiving public assistance for a facility, an applicant must obtain and maintain insurance to cover that facility for the hazard that caused the damage. Such coverage must, at a minimum, be in the amount of the estimated eligible project costs for that structure before any reduction. FEMA guidance directs that an applicant is exempt from this requirement (the obtain-and-maintain requirement) for:

- projects where the eligible damage is less than \$5,000; or

⁷ We used the gross award amounts to show the effect of the waivers because Federal regulations require applicants to obtain insurance coverage for the eligible damages (before reductions for insurance).



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- facilities for which, in the determination of the State Insurance Commissioner, insurance is not reasonably available.

FEMA guidance 9580.3 (August 23, 2000), Public Assistance Program Fact Sheet, *Insurance Considerations for Applicants*, explains the process for an insurance waiver: “If the State Insurance Commissioner certifies that the type and extent of insurance is not reasonably available, the Regional Director may waive the requirement in conformity with the certification.” Consequently, FEMA insurance specialists do not have the authority to waive the insurance requirement without being instructed to do so by the FEMA Regional Director. We asked FEMA officials why the insurance specialists would take these actions. FEMA did not provide an explanation for why the insurance specialists were initiating these waivers.

As stated, FEMA insurance specialists waived insurance requirements for 62.9 percent of the \$66,022,261 gross awards for the 78 projects we reviewed. We cannot statistically project this percentage to Florida’s future disasters because we did not randomly select the projects or applicants. However, given the high failure rate for the selected projects, FEMA has little assurance that its insurance specialists required applicants to obtain and maintain insurance for a significant portion of the \$1.5 billion awarded for permanent work from the \$4.4 billion in awards FEMA approved for the seven 2004 and 2005 Florida hurricanes (see table 2). Permanent work, such as the repair, replacement, or restoration of disaster-damaged facilities, is the most likely type of work to be insurable. Without auditing all of the projects that make up the \$1.5 billion in permanent work awards, we cannot determine the amount of the gross awards before insurance reductions. However, the high noncompliance rate demonstrates that FEMA needs to conduct additional work to determine the extent to which its insurance specialists improperly waived the insurance requirements.

Conclusion

FEMA awarded \$4.4 billion of Public Assistance funding to the State of Florida during the 2004 and 2005 hurricane seasons. To ensure that payments are properly supported, and free from fraud, waste, and abuse, FEMA should have policies and procedures in place that provide reasonable assurance that all



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processes are operating as designed. FEMA's insurance review is only one step in the Public Assistance process. However, it is a crucial step.

Clearly, FEMA's insurance review process failed to achieve the intended objectives for the 2004 and 2005 Florida hurricanes. FEMA insurance specialists' work was not reliable, and FEMA may have paid up to \$177.2 million that insurance policies covered. To correct this condition, FEMA needs to review all the project worksheets associated with the applicants insured through the Insurance Company to identify the maximum insurance benefits available and to ensure that duplication of benefits did not occur.

FEMA also needs to take steps to address the requirement to obtain and maintain insurance for future disasters. This is a requirement to receive FEMA disaster assistance and reduces the risk that the Federal Government, and ultimately the American taxpayer, will have to pay for similar damages a second time because of a future disaster. By waiving the insurance requirement, FEMA's insurance specialists have created a potential liability for the applicants and Florida, and possibly for the Federal government in the event of a significant future disaster. To correct this condition, FEMA needs to identify the gross eligible project costs for each project to determine the insurance requirement. Following this, FEMA needs to direct Florida to confirm that each applicant has obtained and maintained the required amount of insurance or obtained an insurance waiver in accordance with regulations and FEMA policies.

Finally, due to the nature of FEMA's disaster recovery response, some of the insurance specialists who worked on the disasters in Florida transitioned to other disasters, including Hurricane Sandy. FEMA needs to take steps to prevent similar problems from occurring on Hurricane Sandy and future disasters. While this report does not make recommendations for more recent disasters, we will discuss the implication of this issue with FEMA Headquarters Response and Recovery officials.



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Recommendations

We recommend that the Regional Administrator, FEMA Region IV:

Recommendation 1: Conduct a full, detailed insurance review of all projects (large and small) associated with applicants that have insurance with the Insurance Company to determine the correct amount of available insurance benefits that the applicants received or should have received for the projects FEMA approved.

Recommendation 2: Recover all additional insurance amounts (potentially up to \$177.2 million) identified in the review in recommendation 1 for the 154 applicants that carried insurance with the Insurance Company because these costs represent duplicate benefits if insurance covered them.

Recommendation 3: Work with Florida, as grantee, the applicants, the State Insurance Commissioner, and the Insurance Company to ensure that all applicants that carried insurance with the Insurance Company receive or have received the maximum insurance benefits available under their policies for the projects FEMA approved, and adjust obligations according to the results of these efforts.

Recommendation 4: Determine the final gross eligible project costs for each project and in turn rewrite the project worksheets to identify the correct amount of insurance that each applicant (who had insurance with the Insurance Company) must obtain and maintain as a condition of receiving disaster assistance.

Recommendation 5: To avoid potentially up to a billion dollars in future costs, direct Florida to review all applicants who received Federal disaster assistance because of Presidential Disaster Declarations in Florida in 2004 and 2005, and determine whether they either obtained and maintained the required insurance or obtained an insurance waiver from the State Insurance Commissioner.



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Discussion with Management and Audit Follow-up

We discussed the results of our audit with FEMA during our audit. We provided a draft report in advance to FEMA and Florida officials and discussed it at exit conferences with FEMA officials on August 26, 2014, and with Florida officials on September 16, 2014. FEMA chose to withhold comments until after we issue the report. Florida officials expressed concerns with the benefit of Recommendation 3.

Within 90 days of the date of this memorandum, please provide our office with a written response that includes your (1) agreement or disagreement, (2) corrective action plan, and (3) target completion date for each recommendation. Also, please include the contact information for responsible parties and any other supporting documentation necessary to inform us about the status of the recommendations. Please email a signed pdf copy of all responses and closeout request to OIGEMOFollowup@oig.dhs.gov. Until we receive and evaluate your response, we will consider the recommendations open and unresolved.

Major contributors to this report are Kaye McTighe, Director; Trudi Powell, Audit Manager; John McPhail, Supervisory Program Analyst; and Carlos Aviles, Senior Auditor.

Please call me with any questions, or your staff may contact Kaye McTighe, Director, National Capital Regional Office, Office of Emergency Management Oversight, at (202) 254-4100.



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Appendix A

Objective, Scope and Methodology

We conducted this performance audit pursuant to the *Inspector General Act of 1978*, as amended, and according to generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based upon our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based upon our audit objectives.

The objectives of the audit were to determine whether (1) FEMA's insurance reviews in Florida were adequate to ensure that duplication of benefits did not occur, and (2) Insurance Company settlement payments to Florida subgrantees that received public assistance funding for property damage during the 2004 and 2005 hurricane seasons were appropriate and in accordance with the subgrantees' insurance policies.

The scope of this audit included all applicants who maintained insurance with a specific insurance company during the 2004 and 2005 hurricane seasons in Florida (see page 2 for additional information on our audit scope).

We interviewed FEMA and Florida officials; reviewed judgmentally selected project worksheets (generally based on dollar value); and performed other procedures considered necessary to accomplish our objective. We did not assess the adequacy of FEMA's internal controls applicable to insurance reviews because it was not necessary to accomplish our audit objectives. We did, however, gain an understanding of the process the insurance specialists followed in completing the insurance reviews.



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Appendix B

Additional Background Information

Under the authority of the *Stafford Act* and its implementing regulations, FEMA provides aid to states and communities to recover from presidentially declared disasters as quickly as possible.⁸ The primary mechanism that FEMA uses to deliver this aid is the Public Assistance Program.

The Public Assistance Program

The mission of FEMA's Public Assistance Grant Program is to provide assistance to state, tribal, and local governments, and certain types of private nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies the President declares. Through the Public Assistance Program, FEMA provides supplemental Federal disaster assistance for debris removal, emergency protective measures, and permanent work. Permanent work is the most likely type of work to be insurable and includes the repair, replacement, or restoration of disaster-damaged facilities. Federal legislation and regulations encourage states and local governments to obtain insurance to supplement or replace Federal assistance. Regulations also require that an applicant seeking a Public Assistance grant to repair a damaged facility commit to obtain and maintain insurance to protect against future damage, in the amount of the eligible damage that the applicant incurred as a result of the disaster. Applicants that fail to obtain and maintain insurance are not eligible to receive disaster assistance.

Prior DHS OIG Audits of Florida Applicants Revealed Problems with Insurance

Three of our previous audits of two separate applicants revealed potential problems with FEMA's insurance reviews. The Insurance Company provided insurance to both applicants.

We performed two audits of the City of Vero Beach, Florida—one on the \$10.1 million award it received for Hurricane Jeanne and another on the \$9.6 million award it received for Hurricane Frances (see footnote 1). Both audit reports revealed that Vero Beach claimed losses that its insurance policy

⁸ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (*Stafford Act*), 42 U.S.C. 5121, et seq.



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should have covered—\$762,012 for Hurricane Jeanne and \$2,141,652 for Hurricane Frances. At the time of the audits, FEMA had not completed insurance reviews to determine insured losses because the City did not have statements of loss to identify disaster damages.

The City also did not have an adequate accounting of insurance proceeds it received or paid directly to contractors performing disaster work. According to City officials, the insurance carrier had been unresponsive since 2005 to many requests for schedules of insurance settlement.

The third audit was of the City of Coral Springs, Florida's \$24.7 million award for Hurricane Wilma (see footnote 1). Similar to Vero Beach, Coral Springs claimed \$1,573,592 for losses that its insurance policy should have covered. At the time of the audit, FEMA had not completed an insurance review to determine insured losses because the City did not have a final settlement of claims from its insurance carrier.



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Appendix C**Report Distribution****Department of Homeland Security**

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Executive Secretary
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Audit Liaison, FEMA Region IV
Audit Liaison, FEMA (Job Code 13-039-EMO-FEMA)

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Department of Homeland Security
Office of Inspector General, Mail Stop 0305
Attention: Hotline
245 Murray Drive, SW
Washington, DC 20528-0305



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Ordinance 2983 An Ordinance of the City of Holly Hill, Florida; Amending Chapter 70 (Utilities) Article IV (Water Systems), Division 1 (Generally) and Division 2 (Extensions) Updating the Regulations to be Consistent with the Law and Current Operations and Amending the Title of Division 2 to Extensions, Deposits and Charges; Amending Section 70-74 (Restrictions on Use or Connections) to Provide a Definition of Available; Amending Section 70-171 (Required) to Provide When Connection to the Sewer System is Required to be Consistent with State Law; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

NUMBER: (ID # 1431)
APPLICANT:
PLANNER:

DISCUSSION: The City Commission held workshops in January and February to address multiple issues to update, delete or modify language regarding the Water Utility Code of Ordinances. The following sections are being added, modified or deleted:

Sec. 70-99 Repairs to water service lines located on private property
Sec. 70-100 Cross Connection Control Program
Sec. 70-101 Cross Connections Prohibited
Sec. 70-102. Cross connection defined.
Sec. 70-104. Remedial action required.
Sec. 70-107. Maintenance of backflow prevention devices.
Sec. 70-106.1 Blocking access, tampering with utility systems; damaging utility systems.
Sec. 70-108 Violation liability.
Sec. 70-124. Deposit.
Sec. 70-126. No free water service.
Sec. 70-131. Discontinuance of service.
Sec. 70-132. Billing and collection procedures.
Sec. 70-135. Dishonored Payment.
Sec. 70-136. Hydrant Meter Rentals.
Sec. 70-137. Irrigation Meters.
Sec. 70-171. Required

Numerous other section have been renumbered based on the changes above.

FISCAL ANALYSIS: The above proposed changes shall help improve the overall efficiency of the City Water Utilities operations. The direct impact of these changes cannot be directly related

to savings other than printing and postage cost savings from removal of the issuance of late notices.

STAFF RECOMMENDATION: Approve the proposed ordinance changes

COMMISSION GOAL:

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

MOTION: APPROVE FIRST READING OF ORDINANCE 2983 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 70 (UTILITIES) ARTICLE IV (WATER SYSTEMS), DIVISION 1 (GENERALLY) AND DIVISION 2 (EXTENSIONS) UPDATING THE REGULATIONS TO BE CONSISTENT WITH THE LAW AND CURRENT OPERATIONS AND AMENDING THE TITLE OF DIVISION 2 TO EXTENSIONS, DEPOSITS AND CHARGES; AMENDING SECTION 70-74 (RESTRICTIONS ON USE OR CONNECTIONS) TO PROVIDE A DEFINITION OF AVAILABLE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- Cross-Connection Control Program - 2016 (PDF)

Ordinance No. (ID # 1431)

ORDINANCE 2983 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING CHAPTER 70 (UTILITIES) ARTICLE IV (WATER SYSTEMS), DIVISION 1 (GENERALLY) AND DIVISION 2 (EXTENSIONS) UPDATING THE REGULATIONS TO BE CONSISTENT WITH THE LAW AND CURRENT OPERATIONS AND AMENDING THE TITLE OF DIVISION 2 TO EXTENSIONS, DEPOSITS AND CHARGES; AMENDING SECTION 70-74 (RESTRICTIONS ON USE OR CONNECTIONS) TO PROVIDE A DEFINITION OF AVAILABLE; AMENDING SECTION 70-171 (REQUIRED) TO PROVIDE WHEN CONNECTION TO THE SEWER SYSTEM IS REQUIRED TO BE CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2983

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING CHAPTER 70 (UTILITIES) ARTICLE IV (WATER SYSTEMS), DIVISION 1 (GENERALLY) AND DIVISION 2 (EXTENSIONS) UPDATING THE REGULATIONS TO BE CONSISTENT WITH THE LAW AND CURRENT OPERATIONS AND AMENDING THE TITLE OF DIVISION 2 TO EXTENSIONS, DEPOSITS AND CHARGES; AMENDING SECTION 70-74 (RESTRICTIONS ON USE OR CONNECTIONS) TO PROVIDE A DEFINITION OF AVAILABLE; AMENDING SECTION 70-171 (REQUIRED) TO PROVIDE WHEN CONNECTION TO THE SEWER SYSTEM IS REQUIRED TO BE CONSISTENT WITH STATE LAW; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill is desirous of amending the Water Utility ordinance; and

WHEREAS, the City Commission of the City of Holly Hill is desirous of amending the water and sewer regulations to add language for new practices, amending outdated practices and deleting language no longer needed; and

WHEREAS, new language is underlined and deleted language is ~~struck through~~;

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

Section 1. The City Commission of the City of Holly Hill hereby amends Chapter 70 (Utilities), Article IV (Water System), Division 1 (Generally), Division 2 (Extensions.) and Section 70-74 (Restrictions on use and connections) to read as follows:

Section 70-74 - Restrictions on use and connects.

(a) It shall be unlawful for any person to connect or use the water from any well into the plumbing of any house or building except where a connection to the city's water system is not available provided, however, that well water may be used for air conditioning or cooling systems where the same is not connected into pipes of the city's water supply. "Available," shall mean that the city's potable water system is capable of being connected to the plumbing of an establishment or residence and is not under a Department of Environmental Protection moratorium, and:

1. For a residential subdivision lot, a single-family residence, or an establishment, any of which has an estimated flow of 1,000 gallons per day or less, a potable water line exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment.

2. For an establishment with an estimated flow exceeding 1,000 gallons per day, a potable water line exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the closest point of the property line of the establishment as accessed via existing rights-of-way or easements.

3. For proposed residential subdivisions with more than 50 lots, for proposed commercial subdivisions with more than 5 lots, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water line exists within one-fourth mile of the closest point of the property line of the development as measured and accessed via existing easements or rights-of-way.

(b) It shall be unlawful for any person to connect any well into any water lines connected with the supply system of the city, either upon public or private property, or for the owner, agent, tenant, manager, or any person having interest in any property within the city to permit such a connection in or upon such property. Connections of wells to the city's water supply system are hereby declared to be a public nuisance on the grounds of their possible contamination of the water supply of the city, and shall be permanently disconnected.

ARTICLE IV. - WATER SYSTEM

DIVISION 1. - GENERALLY

Sec. 70-96. - Scope.

The provisions of this article shall apply to the city's water supply distribution system.

Sec. 70-97. - Water meter required.

A water meter is required to be installed in the water connection to each building, whether public or private.

Sec. 70-98. - Water meter installation charges.

The charges for installation of water meters shall be established by resolution of the city commission.

~~Sec. 70-99. - Repairs to water service lines located on private property.~~

~~Upon the request of a property owner and after the investigation and approval of the city public utilities department, the city may repair water service lines located on private property; provided, however:~~

~~(1) The owner shall, prior to such repairs, deposit with the city a sum sufficient to pay for all materials and replacing or repairing of any paving that may be removed or damaged.~~

~~(2) The owner shall request such repair, in writing; and same shall contain a clause wherein the owners shall save and hold the city harmless from any and all claims that the owners, tenants, and persons in possession of such property may have against the city and/or its employees because of or as a result of such repairs.~~

~~(3) The owner shall pay for such repairs with the exception that the city may, in its discretion, furnish city labor at the cost of the city as hereinafter stated.~~

~~(4) The city shall, in its discretion, furnish labor only on that portion of the water lines running from the water meter to the city right-of-way or trunk lines; and the city shall not furnish any labor for repairs on those lines from the water meter to the building or dwelling being serviced.~~

Sec. 70-98 ~~70-100~~. - Cross connection control program.

The City adopts by reference and incorporates herein the City of Holly Hill "Cross Connection Control Plan 2106 Version" (Plan), as may be updated and amended from time to time. Compliance with the Plan and the City's cross connection program contained therein is hereby required.

The City of Holly Hill Public Works Director, or appointed designee, shall maintain a cross connection control program to detect and prevent cross connections that create or may create a pollution or contamination hazard to the City's water supply.

~~The City of Holly Hill has developed a routine cross connection control program to detect and prevent cross connections that create or may create a pollution or contamination hazard to the city water supply. American Waterworks Association guidelines, as set forth in the most recent edition of the Recommended Practice for Backflow Prevention Cross-Connection Control, AWWA Manual M14, were utilized in developing this program.~~

Sec. 70-99 ~~70-101~~. - Cross connections prohibited.

Cross connections as defined in Section 70-99 and in the Plan are prohibited. Any person making or allowing to be made a cross connection to the City's water system shall be subject to the penalties of Section 1-15 of this Code, the Plan and/or may be subject to code enforcement at the option of the City. The City has the discretion to select one or more enforcement options that all may be pursued simultaneously.

~~The city adopts by reference the City of Holly Hill "Cross Connection Control Plan," _____ version, as may be updated and amended from time to time. Compliance with the manual and the cross connection program contained therein is hereby required.~~

~~Cross connections, as hereinafter defined, are hereby declared to be unlawful and a public nuisance punishable pursuant to section 1-15 of this Code.~~

Sec. 70-100 ~~70-102~~. - Cross connection defined.

The term *cross connection* shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. It should be noted that, under certain circumstances, atmospheric vents and relief valves on backflow preventers could allow the entry of aerosols, toxic fumes, or airborne solid into the system. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or any other temporary or permanent connecting arrangement through which, or being of which, backflow can or may occur, are considered to be cross connected.

~~The term "cross connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross connections.~~

Sec. 70-100 ~~70-103~~. - Right to enter to inspect.

The public works director, or any duly authorized representatives of the city, having proper identification, shall be permitted to enter the building/premises at any reasonable time for the purpose of inspection for the presence or absence of cross connections, testing, repair, and maintenance of any part of the plumbing system or any cross connection control device connected to the water system. The frequency of inspections and reinspections based on potential health hazards involved pollution or contamination sources shall be as established by the "Cross Connection Control Plan" of the department of public works of the city. In so doing, the director or duly authorized representative shall seek consent from a person of suitable age and discretion therein or in control thereof. Failure to grant such permission shall be deemed evidence of the presence of cross connections.

~~Sec. 70-104. Remedial action required.~~

~~The city manager, upon recommendation of the public works director, reserves the right to cause a backflow prevention assembly to be field tested and the cost assigned to the property owner.~~

~~In the event any cross connection is discovered, the public works director shall take the following action:~~

~~(a) — Order the discontinuance of potable water service to the site until the pollution or contamination source is eliminated;~~

~~(b) — Order the property owner to eliminate the cross connection by the installation of a backflow prevention device acceptable to the city's cross connection control plan; or~~

~~(c) — Direct the installation of a backflow prevention device as described in the city's cross connection control plan by the city with the property owner to be billed for the cost thereof; and the failure to pay such bill subjecting the property to disconnection from the city water system.~~

Sec. 70-101 ~~70-105.~~ - Backflow prevention devices; new construction.

All new construction for which a building permit is issued after December 10, 1996, shall have installed on all fire prevention system lines a backflow prevention device acceptable to the city's cross connection control plan and of a size and design determined to be appropriate by the public works director or his designee. All other construction determined to require a backflow prevention device, regardless of size, shall have such device installed at the owner's expense by a licensed contractor approved by the city's department of public works. The device shall be installed at a location approved by the public utilities department.

Sec. 70-102 ~~70-106.~~ - Existing development.

Backflow prevention devices acceptable to the city's cross connection control plan shall be installed on all existing connections to the city's potable water system that are determined by inspection or reinspection to be a pollution or contamination hazard, as established in the city's cross connection control plan. Unless otherwise required by law, the installation shall be made by a licensed contractor approved by the city's department of public works, at a location approved by the public utilities department in accordance with the following schedule:

- (a) At the time of any site or building modification requiring site plan review and approval;
- (b) At the time of any proposed change in business use or ownership that may change the hazard status of the property;
- (c) At the time of any plumbing modification requiring a plumbing permit;
- (d) At the time of annexation of an existing property connected to the city's potable water system;
- (e) At the time of meter installation or replacement;
- (f) At the time an inspection reveals a cross connection; or
- (g) March 31, 1997, whichever shall occur first.

~~Sec. 70-107. Maintenance of backflow prevention devices.~~

~~All backflow prevention devices shall be inspected, tested and certified upon initial installation and recertified annually within 30 days of the installation date by a licensed contractor approved by the city's public works department hired and paid for by the property owner or their designee. The property owner shall keep records on his testing, maintenance, and repair activities related to cross connection control and shall make such records available upon request. Copies of all testing, maintenance, and repair records shall be sent to the city's customer service department and the city's designated cross connection control program coordinator. The City of Holly Hill reserves the right to direct and administer testing of any backflow prevention~~

~~assembly installed on the City of Holly Hill public potable water supply. If testing of any backflow prevention assembly is directed by the City of Holly Hill the expense for such testing will be billed directly to the property owner. The city shall charge a monthly fee set by resolution for each backflow prevention device to defray the cost of verifying the maintenance of the backflow prevention devices. These monthly charges will be added to the water bill for each customer that has a backflow prevention device. Repairs to backflow prevention devices shall be performed by a licensed contractor approved by the city's public works department. Any repairs shall be completed within ten days of the inspection revealing the need for such repairs. Nothing contained herein shall be deemed to preclude the immediate disconnection of a property from the city water system in the event the city manager, upon recommendation of the public works director, determines such action to be necessary to adequately protect the public health, safety and welfare. The owner shall have the right to request from the city manager a ten-day extension which may be granted subject to recommendation of the public works director. Failure to comply with these regulations may result in the city disconnecting utility service to the property.~~

Sec. 70-103 ~~70-108~~. - Other codes and rules.

Sections 70-100 thru 70-107 do not supersede the Standard Plumbing Code of the Southern Building Code Congress International, the Florida State Department of Health Plumbing Rules, or any City of Holly Hill plumbing ordinance, but are supplementary to them; provided that where conflicts exist, the more restrictive provision shall apply.

Sec. 70-103.1 ~~70-108.1~~. - Blocking access, tampering with utility systems; damaging utility systems.

It shall be unlawful for any property owner or tenant to:

(a) Block or otherwise impede or interfere with any city representative from having access to any portion of the water, sewer, stormwater and reuse system on any portion of real property, including but not limited to water meters and valves;

(b) Tamper with or in any way damage any portion of the water, sewer, stormwater or reuse system of the city. In the event there is any damage caused to any portion of the water, sewer, stormwater or reuse system the account holder or property owner if a vacant account will be billed the actual cost and labor fees for damages to include an additional service charge as set by resolution of the City Commission. In addition, the account holder or property owner is subject to both code enforcement violations and statutory violations as applicable.

(c) Turn on water service to a parcel of property without an active, current utility account with the city for said parcel of property. Unless otherwise authorized in writing by the city, an active, current utility account can only provide utility service to the parcel of property designated on the utility account and it is unlawful for utility service to be provided to any other parcel of property.

In the event a city representative's access to any portion of the city's water, sewer, stormwater or reuse system is blocked, the city shall post a 24-hour notice on the item causing the blockage and hand deliver the notice to the occupant of the living unit (or post the notice to the front door of the living unit) demanding that the item causing the blockage be moved so as to allow access. If the blockage is not remedied within the 24-hour period of time, the city shall have the right to move the item causing the blockage so as to allow the city representative to have reasonable access.

In the event of an emergency, as determined in the city's sole discretion, the city shall have the right to move the blockage without providing any advance notice, but the city shall make a good faith effort to contact the owner or occupant by knocking on the door to have the blockage voluntarily moved.

In the event there is any damage caused to any portion of the water, sewer, stormwater or reuse system and the city is able to reasonably determine that the damage was caused by the utility account owner (or any guest of the utility account owner) or if the city incurs expenses in moving the personal property to allow city representative to have access, the city shall send a notice to the utility account owner, which shall be mailed to the utility billing address. The notice shall state city's intent to charge the utility account owner for the expenses incurred and advise the utility account owner of a right to contest the charge by sending a letter to the city which must be received by the city by the due date of that month's utility bill. If the utility account owner contests the charge, the issue shall be scheduled before the city's special master who shall make a final determination as to whether the utility account owner should be charged for the expense incurred by the city. If the special master finds by a preponderance of the evidence that the utility account owner, or guest, caused the damage or blocked access of city representatives or if the utility account owner does not contest the charge, the total expenses incurred by the city shall be added the next utility bill for that utility account.

Sec. 70-104 ~~70-109~~. - Unauthorized use of public utilities.

It shall be unlawful for any person to take or use any water, sewer, stormwater or reuse system without having an active, current utility account with the city for the parcel of property being served by said utility. This prohibition includes the opening of any fire hydrant, faucet or stopcocks of the city water system.

Sec. 70-105 ~~70-110~~. - Violation liability.

Any person or customer found guilty of violating any of the provisions of sections 70-100 thru 70-107 and 70-109 or any written order of the city or pursuant thereof, shall be punishable in accordance with section 70-104. In addition, the property owner shall pay all costs and expenses involved in the case to include attorney's fees. Notice of such violation shall be given by delivering the same to the property owner and a copy thereof to the premises. Each day upon which a violation occurs ~~of the provisions of section 70-100~~ shall occur shall be deemed a separate and additional violation. Any property owner in violation ~~of any of the provisions of section 70-100~~ shall become liable to the city for any expense, loss, or damage incurred by the city by reason of such violation to include attorney's fees. In addition to any penalty provided by law for the violation ~~of any of the provisions of section 70-100~~, the city may bring suit in the appropriate court to enjoin, restrain, or otherwise prevent the violation of any of the provisions of this division.

Sec. 70-106 ~~70-111~~. - Liability public employees.

No provisions of this division designating the duties of any city officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for failure to perform such duty.

Sec. 70-107 ~~70-112~~. - Cross connection areas embraced.

All territory within the City of Holly Hill and the County of Volusia served by the City of Holly Hill potable water system shall be governed by this division to the extent permitted by law.

Secs. 70-108 ~~70-113~~ 70-120. - Reserved.**DIVISION 2. - EXTENSIONS, DEPOSITS AND CHARGES.****Sec. 70-121. - Generally.**

(a) All requisitions for an extension of the water distribution system as herein authorized and provided for shall be in writing addressed to the city stating the location,

beginning and termination thereof, with plans and specifications in triplicate attached where such plans and specifications are required.

(b) Such written request shall be submitted to the city commission, and if approved, a written agreement in duplicate, containing all terms and conditions relating to such water distribution system extension, approved by the city engineers, shall be made and executed by and between the applicant property owner and/or contractor and the city. The original executed copy of such agreement shall be filed with the city manager for and as a permanent record.

Sec. 70-122. - Inside city limits.

(a) Where an extension to the water distribution system is requested to service property located inside the city limits on existing dedicated streets, the following extension policy applies:

(1) Where extensions of the water distribution system is required to service property beyond the limits of the present distribution system, the city water division will install the necessary size main for the new service and possible future extensions, to the extent that the extension is economically feasible. This policy shall not apply to subdivisions or property located outside city limits.

(2) The person requesting such water service shall pay the cost, or prorata cost if more than one property owner requests extension, of extending a two-inch water main, the distance required for service to such person or persons. The cost for the two-inch water main will include all construction, surveying, engineering and legal costs associated with the extension, as determined by the city staff. If the city chooses to install a water main larger than two inches for the extension or if the city decides to install additional piping solely for possible future extensions, the city will bear the additional cost for the larger water main and for any fire hydrants that may be installed at the city's option.

(3) In addition to the cost of the two-inch water main extension, each new customer shall pay the cost of the prevailing water system impact fee as outlined under section 70-47 and amendments thereto, and shall pay the water meter installation charge as shown in section 70-98.

(4) The cost of the water main extension and the impact fee may be paid in a lump sum cash payment or may be paid on an installment plan as follows:

i. At least 20 percent of the cost must be paid in advance with no more than \$2,500.00 financed.

ii. The property owner shall execute a note in favor of the city promising to repay the amount financed in equal monthly payments within 60 months at a rate of interest equal to the prime rate at the time of executing the note plus two percent. The promissory note shall provide for a five percent late penalty for payments not made within 15 days of the due date and that the city shall have the right to terminate water service if the payment is not made within 30 days of the due date. The city's right to terminate water service is in addition to, and does not limit, any other rights and remedies the city may have pursuant to the note and lien/mortgage. The note shall also provide that if the property is transferred for any reason, including by reason of death of the current property owner, the city's lien must be paid in full.

(b) The city's lien under this section must be secured by first lien/mortgage on the subject property and liens existing on the property at the time the extension improvements are made must be subrogated to the city's lien/mortgage. The property owner must pay for all costs associated with recording the lien/mortgage. The property owner must demonstrate sufficient evidence of ownership prior to the city entering into the above financing arrangement.

Sec. 70-123. - Outside city limits.

(a) Where extension of the water distribution system outside the city limits is requested, the following extension policy applies:

(1) The extension of the water distribution system outside the city limits shall be permitted only where the city commission determines that either, or both, of the following conditions exist:

i. That the area to be served by the proposed distribution system is subject to a pending plan of voluntary or involuntary annexation;

ii. That the proposed distribution system, or supply of water outside of the municipal limits, is an integral part of an interlocal agreement providing for the exchange of services with other entities of local government.

(2) The contractor shall furnish and install, at his expense, an adequate water distribution system and necessary appurtenances thereto where connection to the city supply is available. The contractor shall have plans and specifications prepared by a registered professional engineer showing the proposed facilities. Such plans and specifications shall meet the approval of the state and shall be approved in writing by the city's consulting engineer. All contracts for the installation of such water distribution system shall first be approved by the city before such installation is made.

(3) Where connection to the city supply is not available the contractor shall furnish and install, at his expense, an adequate water distribution system and necessary appurtenances thereto and all necessary water mains. The contractor shall have plans and specifications prepared by a registered professional engineer showing the proposed facilities, including all water mains. Such plans and specifications shall meet the approval of the state and shall be approved in writing by the city's consulting engineer. All contracts for the installation of such water distribution system shall first be approved by the city before such installation is made. The city may, in its sole discretion, refund annually to the contractor an amount equal to 20 percent of the charge for water consumed from such distribution system, until an amount equal to the cost of installing such water mains only, and no other part of the distribution system, including but not limited to all lateral lines and water meters, has been deducted or for a period of ten years from the date of the connection of the water meter to each residence connected to such distribution system, whichever shall first occur.

(b) In each of the instances recited above, where connections to the city supply is available or not available, the following terms and provisions shall apply:

(1) The city may have an inspector on the project when deemed necessary during the construction period, and such inspector shall be authorized to enforce the construction of such works in accordance with approved plans covering same. If any change is required in such plans during the period of such construction, such change must first be approved by the city or its authorized representative.

(2) Upon completion of the work and approval by the state, the owner of the property, the contractor, and the owner of the water distribution system shall notify the city manager in writing. Upon receipt of such notification, the city will make final inspection of the construction work. If all work is found to be satisfactorily completed, such owners shall convey to the city all right, title and interest in and to such water mains and pipes of the water distribution system, and all water meters, together with all easements which may be required in order for the city to properly maintain and repair such distribution system; then the city will accept such improvements.

(3) After all the requirements set forth above are met, the city will furnish water to the distribution system, but no part of the cost of meeting the above requirements shall in any manner be refunded to any person by the city other than as expressly set forth herein.

(c) This section shall not be construed nor interpreted as limiting or restricting the absolute right of the city to extend its water distribution system outside the city limits.

Sec. 70-124. Deposit.

(a) All persons initially obtaining utility services from the city shall be required to deposit the security set forth by resolution of the city commission. Such security deposit shall be based upon a six-month average and will be equal to a two-month billing for all units, or an amount per unit established by resolution, whichever is greater.

(b) For commercial users such as laundries, bottling companies, etc., having meters in excess of one inch, the security deposit shall be an amount equal to twice the estimated average monthly bill.

(c) Deposits made prior to April 24, 1984, shall not be increased unless service is terminated and in that event, the security deposit, prior to reinstatement, shall be increased to the amount stated above.

(d) Security deposits required under this section shall bear simple interest at an annual rate equal to the average annual rate of interest earned by the state board of administration for the most recent 12 months ending September 30. The interest shall be calculated as simple interest and there will be no daily pro-rating of interest. During the October billing cycles the interest that has accrued through the end of September will be applied to customer accounts in the form of a credit against the billing. When a customer account is finalized prior to October billing and the security deposit is refunded, all calculated interest on the account, as provided above, shall be applied as a reduction on the final bill of the respective utility account.

(e) The state and its departments and agencies, the county and its departments and agencies, and all other governmental entities are hereby exempt and shall not be required to post water and sewer security deposits in order to obtain such services from the city.

(f) Persons maintaining security deposits shall be entitled to transfer the deposits from existing accounts to new accounts of the same type, providing the following conditions are met:

(1) The existing account has been in existence for two or more years.

(2) The existing account balance must be paid and the customers master record must be brought current.

(3) Such transferred deposits shall bear interest as provided hereunder.

(4) Customers shall be allowed to transfer existing deposits without increasing the deposit to the current deposit requirement as long as the customer has not been charged a late penalty three times during the 12 previous months prior to the request.

(g) Owners or operators of rental property may deposit security for the purpose of maintaining an open account when the account of a tenant is otherwise closed. Such an owner or operator of rental property may deposit the sum established by resolution of the city commission per unit or an estimated amount equal to two months average billing based upon a six-month average, whichever is the greater amount. In addition thereto, a fee established by resolution of the city commission shall be charged to activate the account when such owner or operator requests that services be turned on, turned off, or suspended. The owner or operator shall pay the standard and customary water, sewer, trash and stormwater charges when such services are provided pursuant to the owner or operator account.

(h) Residential utility customers on individual meters who have been continuous customers for at least three years and have not had a delinquent payment in three continuous years, shall be returned the deposit plus all accrued interest upon written request on a form to be provided by the city. Refunds are only eligible to properties with a homestead exemption.

In the event of death of the individual depositor, the deposit shall be returned to a qualified representative of the depositor. Tenant customers are not permitted to receive a deposit refund until their account is terminated. The deposit amount shall be applied to the final bill. Final charges will be deducted from any deposit on file and any remaining deposit balance shall be refunded or overages billed to the customer

In the event a utility customer whose deposit has been returned is delinquent in a utility payment three times during a 12-month period or if utility service is disconnected for non-payment, said customer shall be required to pay an additional deposit equal to the current amount. The deposit shall be added to the next utility bill and utility service shall be disconnected in the event the deposit is not paid. ~~Commercial customers and residential customers served by a master meter shall not be eligible for a return of a utility deposit.~~

(i) New Accounts

(1) It shall be the responsibility of the property owner to pay bills monthly when bills are generated on inactive accounts.

(2) It shall be the responsibility of the property owner to pay all outstanding balances owed by the owner to the city before an owner or new tenant shall be allowed to open a new service.

(3) This shall apply to all properties owned by the same owner.

(4) All outstanding balances owed by the same owner shall be paid in full before any new account will be opened.

(5) A new account cannot be opened by a residential tenant unless the property owner has an active business tax receipt.

Sec. 70-125. Usage charges generally.

(a) The city commission shall establish by resolution the charges for the availability fee, the per thousand gallon charge, administrative charges for collection, the charge for bench test, connection charges, meter deposits, service charges, method of billing and any other fees and charges required by this article. The monthly potable water charge for single-family and multifamily residences; motel and hotel; commercial and industrial and all other accounts shall include an availability charge.

(b) Effective October 1, 2011, and on October 1 of each subsequent year, the potable water usage charges shall change by a percentage equal to the greater of three percent or the annual 12-month percentage change based on the month of April Consumer Price Index - All Urban Consumers (Area: South urban, Item: All items) as published by the Bureau of Labor Statistics.

(c) Residents of the City of Ormond Beach shall be charged the same rate as residents of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.

(d) In the case of multiple occupancy units served by a single meter, each occupancy unit shall be considered a separate customer for purposes of establishing a minimum monthly charge and a renewal and replacement fee. As used herein, an occupancy unit shall be defined as a structure, or separated part of a structure, with plumbing connections sufficient to enable the occupant to obtain potable water from, or return waste to, the municipal water and sanitary sewer system. Each connection, either individual outlet or individual return or combination thereof, shall be treated as a separate occupancy unit unless the occupant can demonstrate that the actual use of the multiple connections within a given structure are under the exclusive control of a single person. In case a meter is installed in the potable water connection to each individual occupancy unit, each monthly bill for water furnished to such unit shall be based on the above-mentioned minimum monthly bill and shall include the renewal and replacement fee. In case a single meter is installed in the water connection to two or more such units, each monthly bill for water furnished shall be rendered for an amount not less than the above minimum monthly bill for each occupancy unit served, together with the above-mentioned gallonage rate for water in excess of 2,000 gallons per unit plus the renewal and replacement fee per unit. This multiple unit provision shall apply to users of the potable water system.

(e) In addition to the CPI adjustment provided in subsection (b) above, the city commission may review the potable water rates as appropriate and adjust the potable water rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.

(f) The monthly potable water charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (renewal and replacement fee) shall be levied in the amount as provided and established by resolution of the city council.

Sec. 70-126. No free water service.

(a) There shall be no free services rendered by the waterworks system, and all users receiving water from the waterworks shall pay therefore at the established or contractual rates.

(b) The city shall attempt to notify all customers of any unusual consumption on their account in a timely manner. This service shall be provided as a courtesy by the city and failure of the city to notify a customer of any unusual consumption shall not remove the responsibility for payment for all water usage recorded by the meter during the regular reading cycle. Responsibility for correcting any unusual consumption shall remain with the customer at all times.

Sec. 70-127. Water supplied to city.

(a) The city shall pay for the privilege of taking water from the waterworks system of the city through its fire hydrants for the prevention and extinguishment of fires and for flushing streets. A fire hydrant charge at a rate as established by resolution of the city commission shall be payable in equal monthly installments on or before the 15th day of each month. The fire hydrant charge for fire hydrants located outside the corporate limits of the city shall be as established by resolution of the city commission per hydrant per annum.

(b) All water used by the city itself for municipal purposes (other than for the prevention and extinguishment of fires and for flushing streets, water reasonably necessary for testing fire hydrants, and water reasonably necessary for practice of city firemen) and all water used by any other political subdivision or public agency (state or federal), except as otherwise provided in any contract heretofore entered into for supplying water at wholesale to any such subdivision or agency, shall be paid for by meter measurement at the established rates and shall not be subject to any meter minimum.

Sec. 70-128. Water supplied under contract.

The city will continue to supply water at wholesale under existing contracts. Notwithstanding any provisions hereof, the city commission shall have the right to negotiate and establish special rates for water and sewerage services to other municipalities or industrial firms using in excess of 500,000 gallons of water per month; provided, however, that no such contract shall violate or be inconsistent with the provisions of any outstanding bond ordinance.

Sec. 70-129. Charges for fire protection systems.

The city commission shall establish by resolution the rates to be charged for water service when connected to sprinkling systems or other fire protection systems in buildings only, and the expense of all connection to an extension from the water mains is borne by the user. Effective October 1, 2011, and on October 1 of each subsequent year, the charge for fire protection systems shall change by a percentage equal to the greater of three percent or the annual 12-month percentage change based on the month of April Consumer Price Index - All Urban Consumers (Area: South urban, Item: All items) as published by the Bureau of Labor Statistics.

Sec. 70-130. Reserved.

Sec. 70-131. Discontinuance of service.

(a) If potable water service is discontinued for nonpayment of bills, the premises shall be disconnected from the waterworks system of the city, and shall not be reconnected until a service fee as established by resolution of the city commission shall have been paid to the city. This fee shall be called a delinquent account fee and shall be levied on an account once the city begins the administrative process of disconnecting water service. The delinquent account fee shall be due and owing to the city even if the potable water service is not ultimately disconnected due to payment of the delinquent bill by the customer. Even if potable water service is discontinued, the account or the property owner shall continue to be billed for the monthly renewal and replacement fee.

(b) If service is disconnected three times during a 12-month period, for nonpayment of bills, an additional security deposit equal to the average two-month bill shall be paid to the city.

(c) It shall be established that no service will be disconnected for a delinquent bill of less than \$15.00.

Sec. 70-132. Billing and collection procedures.

(a) Bills for water shall be rendered monthly, and no discount shall be allowed for prompt payment thereof. If any bill ~~shall~~ is not be paid before the 20th day following the original date of billing, a charge equal to 15 percent of the amount of such bill or an amount established by resolution, whichever is greater, shall be added thereto. If any bill ~~shall~~ is not be paid within 30 days of the original date of billing, service shall be discontinued.

(b) Bills shall be mailed on a monthly basis based upon current meter reading cycles. Bills shall state the due date and amount, penalty amount for late payment and delinquent date and delinquent amount. Delinquent accounts are subject to immediate service discontinued.

(c) There shall be no delinquent account, late or termination notices sent to customers.

(d) Utility fees will be prorated on a utility customers initial and final bill to reflect actual days of consumption used. A flat monthly fee for garbage for refuse will be charged and shall not be prorated.

(e) Receipt of Payment

(1) It is the responsibility of the customer to ensure that all payments are received by the city in the proper time frame to avoid additional penalties or disconnection of service.

(2) All mail payments are posted to the date on which they are physically received in the utility billing office.

(3) Payments made in the drop box after 8:30am on any business day shall be posted to the next business day.

(4) Payments received through the City's online payment system or Interactive Voice System(IVR) are posted to customer accounts on the next business day.

(5) Payments processed through any Third-Party agencies are posted to the next business day.

(6) All over the counter payments received after 2:00pm are posted to the next business day.

(f) Bill Adjustments(1) Swimming Pool Fill

i. Sewer credits shall be issued for water used to fill swimming pools. Any person wishing to receive credit for filling a pool is required to notify the city and pay a service charge set by resolution by the city commission. Customer has to give written notice to the city at least 2 business days in advance of the request.

ii. To be eligible for a sewer credit, the city must read the meter both before and after to determine water used.

iii. This credits shall be available only once per calendar year per household.

iv. A credit is not allowed for the continuous refilling of swimming pools while a leak is occurring.

v. There shall be a fee for this service as set forth by resolution of the City Commission.

(2) Plumbing Leaks

i. A customer is eligible for a sewer charge adjustment if the leak is known to have occurred between the meter and customer's property and water loss has not entered into the sewer system.

ii. The sewer credit shall be based on the customer certifying the water loss has been repaired by either a certified plumbers bill or repair receipt.

iii. Upon approval of such request an average of 6 months sewer consumption shall be used to calculate an adjusted balance.

iv. A toilet leak or other undetermined water loss does not qualify for a sewer adjustment.

(g) Payment Arrangements

(1) Customers with an unusual high bill due to unforeseen circumstances or a water leak would be granted a payment arrangement with the following criteria: Account has to be established for more than 12 months with no late payments. Customer will only be eligible once every 2 years with good payment history.

(2) Payment arrangements will follow the regular billing cycle for due dates. Payments must be paid in addition to any regular monthly bills.

(3) Customers must make a minimum payment equal to the average of the prior three month billings in order to qualify for the payment plan.

(4) If terms of the payment arrangement agreement are not met, the full balance becomes due immediately and is subject to immediate disconnection of utility services.

(5) Pay arrangement will not exceed 3 months. The City manager or designee shall have the authority to extend the plan to a maximum of 6 months.

(h) Suspended Accounts (Vacation Turn-OFF/ON)

At the request of a customer the minimum monthly water, sewer and trash charges shall be suspended for a period based on the following conditions:

(1) Applies to residential properties only.

(2) Minimum time frame of 2 months and maximum time frame of 6 months.

(3) Minimum one business day notice to suspend or reactivate an account.

(4) Account must be brought current on all charges before being placed in suspended status. Current shall be defined as all past due charges plus any penalties, interest and delinquent fees have been paid in full.

(5) Account holder must prepay renewal and replacement fees for the estimated months of suspension. If suspension period is longer than estimated renewal and replacement fees will be billed on a monthly basis.

(6) Monthly Trash charges are not prorated. Water and Sewer charges will be prorated for days of usage. Account holder is responsible for timely payment of all prorated charges from period of last billing to date of suspension. Account holder may also receive a partial bill for the partial month of service upon reactivating the account.

(7) All deposits on file at time of suspension shall remain with the account but will not be applied to any account charges until it becomes a final or terminated account.

(8) Suspended accounts are subject to all regular payment requirements and are subject to termination for non-payment.

(9) The account holder shall pay an account suspension turn-off fee as established by resolution of the City Commission at the time of the initial request for account suspension.

(10) Upon request for reactivation of the account the account will be billed an account reactivation fee as established by resolution of the City Commission. If utilities are turned back on by anyone other than the City there shall be an additional non-notification fee as established by resolution of the commission.

(11) Deposit Interest shall be applied to suspended accounts following the standard procedure established by the City.

(12) Any account exceeding the 6 month suspension period shall be considered closed and shall have its deposit applied to any outstanding charges and be issued a final bill or the remainder of the deposit refunded to the account holder if outstanding charges are less than the deposit on file.

(13) Any special assessments, taxes or other monthly charges shall continue to be billed on a monthly basis as applicable.

(i) Terminated or Final Accounts

(1) Upon termination of any account a Vacant account shall be created in the property owner's name.

(2) All renewal and replacement fees shall continue to be billed on a monthly basis to the property owner.

(j) Temporary Water Service

(1) The city shall provide temporary water service for a period of up 3 business days where there is no active account for the service address, to allow for the private inspection of the service address's plumbing, so long as neither the current occupant of the service address nor the party requesting the connection are in arrears on a city utility account. This service is subject to payment of a temporary connection fee as set forth by resolution of the city commission.

(2) Usage exceeding 2000 gallons shall be billed at the current usage rates.

(3) Minimum notice of one business day is required for account turn-on.

(4) The property owner will notify the City in writing when they wish to have water turned on and off. Owner may designate this authority to a property manager or realtor.

Sec. 70-133. Commercial and industrial bathroom fixture requirement.

Every commercial or industrial building, or a separated division of such building under the use and control of a separate occupant, which is open to the public for the purpose of transacting business or in which one or more employees is located, shall contain plumbing fixtures as described in section 922 of the Standard Plumbing Code, as adopted by the city, and all such fixtures shall be:

- (a) Maintained in functional working order;
- (b) Connected to the municipal water and sewer system, if available, or, if unavailable, to a system which has been approved by the appropriate health authority.

Sec. 70-134. Account administration and connection fee.

Water and sewer customers requesting service subsequent to September 9, 1986, shall pay a one-time, nonrefundable, account administration and connection fee as established by resolution of the city commission prior to receiving service. Effective October 1, 2011, and on October 1 of each subsequent year, the account administration and connection fee shall change by a percentage equal to the greater of three percent or the annual 12-month percentage change based on the month of April Consumer Price Index - All Urban Consumers (Area: South urban, Item: All items) as published by the Bureau of Labor Statistics.

Sec. 70-135. Dishonored Payment.

- (a) Service Fees for Dishonored payments

(1) Service fees for all returned pay shall follow state law and shall be the maximum allowed under state law.

- (b) Non Check Acceptance Status

(1) A door hanger will be sent to customers to notify them of a returned item and the customer will be given 3 business days to repay by means other than check. If customer presents another check through the City's automated payment system, it will not be honored and it will be returned.

(2) Customers tendering three (3) dishonored checks in any consecutive 24-month period will be placed in a non-check acceptance status.

(3) After a period of one year, customers may request to be reinstated to check acceptance status. Reinstatement to check acceptance status requires the completion of a reinstatement form. For the next 12-month period, if the customer tenders another dishonored check, the account will be placed back in non-check acceptance status for a minimum period of 24 months.

Sec. 70-136. Hydrant Meter Rentals.

(a) A deposit amount will be set by resolution of the City Commission and required on all hydrant meters and are for commercial use only.

(b) Hydrant meters shall be supplied by the city.

(c) Hydrant meters shall only be issued upon approval of the Public Works Director.

(d) Only upon return of the Hydrant Meter and after inspection by city staff, shall a refund be issued on any undamaged hydrant meter.

(e) Final charges will be deducted from the deposit and any remaining balance refunded or overages billed to the customer.

(f) Customer is responsible for actual repair or replacement cost of any damaged hydrant meter and any deposit on file shall be applied towards these costs.

(g) Actual water consumption shall be billed on a monthly basis and will be billed at current potable water rates. The customer shall be responsible for providing monthly hydrant meter readings on a scheduled basis.

(h) The City, at the sole discretion of the public works director or designee, has the right to revoke or suspend any usage of a hydrant meter for any reason.

Sec. 70-137. Irrigation Meters.

(a) The city may allow a separate meter for irrigation purposes. A deposit shall be required and rates shall be as set by resolution of the city commission.

(b) Irrigation meters shall be permitted for irrigation purposes on commercial properties and multi-family residential properties not served by separate meters. An existing single-family or multi-family residential property served by separate meters that has an existing irrigation meter shall be allowed to keep, repair and replace said irrigation meter.

(c) All fees associated with setting an irrigation meter shall be set by resolution of the City Commission. Water consumption rates shall be the same as all other potable water meters.

(d) Irrigation meters shall comply with the City's cross connection control program.

(e) No sewer charges shall be applied to irrigation meters.

Secs. 70-138 - 70-155. - Reserved.

Section 70-171. Required.

The owner, tenant or occupant of each lot or parcel of land within the City shall connect to the City's sewer system as required by Florida Statute Chapter 381, as amended.

~~(a) The owner, tenant or occupant of each lot or parcel of land within the city, which abuts upon a street or other public way containing a sanitary sewer, served or which may be served by the sewer system of the city, and upon which lot or parcel a building shall be constructed for residential, commercial or industrial use, shall, within 30 days after the construction of such building, and before occupancy of same, connect such building with such sanitary sewer.~~

~~———— (b) ——— The owner, tenant or occupant of each lot or parcel of land within the city, which abuts upon a street or other public way containing a sanitary sewer, served or which may be served by the sewer system of the city, and upon which lot or parcel a building has been constructed for residential, commercial or industrial use, shall within 30 days after such sewer service shall become available, connect such building with such sanitary sewer, and shall cease to use any other method for the disposal of sewage, sewage waste or other polluting matter.~~

~~———— (c) ——— Notwithstanding the provisions of this section, it shall not be necessary for the owner, tenant or occupant of any building (now constructed or to be constructed in the future), used for commercial or industrial purposes, to provide a connection to a sanitary sewer for the disposal of water, the flow of which, without treatment, into storm sewers or drains into any public water would not contribute to the pollution of such waters or be injurious to public health.~~

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.



CROSS CONNECTION CONTROL PLAN

2016 Version

**Adopted by City Commission
<<adoption date>>**



**CITY OF HOLLY HILL, FLORIDA
PUBLIC WORKS DEPARTMENT**

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1. Introduction

1.1. General

The City of Holly Hill Public Works Department is protecting public health through the enforcement of requirements and standards for design, construction, operation and maintenance of public potable water supply systems. These minimum requirements are also outlined by the State of Florida Safe Drinking Water Act, Chapters 62-550, 62-555 and 62-610 of the Florida Administrative Code; Chapter 4A-46, Division of State Fire Marshall, Fire Protection Contractors and Systems; Chapter 633, Fire Prevention and Control of the Florida State Statutes (F.S.); and the Florida Building Code - Plumbing Code.

1.2. Purpose

The purpose of this document is to outline the City of Holly Hill Cross Connection Control (CCC) policies for all commercial, industrial, governmental, residential and miscellaneous facilities having service connections to the City of Holly Hill public water supply, and is summarized as follows:

- (a) Protect City of Holly Hill potable water supply from the possibility of pollution or contamination.
- (b) Prohibit actual cross connections, or potential cross connections, to the water distribution system which could backflow into the public potable water supply, as required by Chapter 62-555.360 of the Florida Administrative Code (F.A.C.).
- (c) Control potential cross connections and eliminates unprotected cross connections.
- (d) Maintain and operate a continuing program of cross connection control which will systematically and effectively aid to prevent the contamination or pollution of the potable water distribution system, as required by Chapter 62-555.360, F.A.C.

1.3. Legal Authority

The City is required by FDEP to implement a Cross-Connection Control Plan that ensures a proper backflow preventer is installed and maintained at the water service connection to each system or premises that poses a hazard or a potential health threat to the public water system. This would include the water service connection to each dedicated fire protection system, to each in- ground irrigation piping system, water service connections to premises with an auxiliary or reclaimed water system service and commercial, industrial and institutional facilities. The City must also ensure that a FDEP specified backflow preventer is installed and maintained at each water service connection noted above.

Legal authority to carry out and enforce the City of Holly Hill Cross Connection Control Plan is provided in the City of Holly Hill code of ordinances, Article IV, Sections 70-100 through 70-108. The provisions contained within this Ordinance are in keeping with the provisions of the Federal Safe Drinking Water Act of 1974; Section 62-555.360 of the Florida Administrative Code, promulgated under authority of Part VI of Chapter 403, Florida Statutes by the Department of Environmental Protection, Section 82-110 and the United States Environmental Protection Agency and the SDWA Amendments of 1986.

Unless otherwise provided herein, this plan applies to all water customers of the City of Holly Hill Public Works Department, as defined herein.

1.4. **Scope and Intent**

To require the installation of backflow prevention assemblies, and prescribe the testing and maintenance to minimize the possibility of contamination by confining within the customer's private water system those contaminants or pollutants, which could, under adverse conditions, back flow or back siphon through uncontrolled cross connections into the public water system. Water customers shall provide approved backflow preventers next to the service connection for the containment of their premises.

1.5. **What is a Cross-Connection**

While a more formal definition follows, a cross connection is any unprotected actual or potential connection or structural arrangement between the public potable water distribution system or through the consumer's side of the potable water system with any other source or system through which it is possible to introduce any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied.

It should be noted that, under certain circumstances, atmospheric vents and relief valves on backflow preventers could allow the entry of aerosols, toxic fumes, or airborne solid particles into the system.

Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or any other temporary or permanent connecting arrangements through which, or because of which, backflow can or may occur, are considered to be cross connections.

1.6. **Why Does the City of Holly Hill need to Control Backflow**

Backflow into a public water system can pollute or contaminate the water in that system making the water in that system unusable or unsafe to drink. As the water supplier the City has a responsibility to provide water that is usable and safe to drink under all foreseeable circumstances. Furthermore, consumers generally have absolute faith that water delivered to them through a public water system is always safe to drink. For these reasons, the City must take reasonable precautions to protect its public water system against backflow.

1.7. **Cross-Connection Control Policy**

It shall be unlawful for any water customer to install or maintain any cross connection to any private well, or to any spring, or to any other water source not approved by the state of Florida as a public water supply and commissioned by the City as a public water supply source, or to any other private source of water, or to any plumbing located on private property which may be connected to any of the above. Any such connection must be terminated upon the effective date of this article. It shall also be unlawful to have plumbing cross-connected or so installed that water from the City's public water system and water from or in any private water system may in any way become intermingled. It shall be unlawful for any water connections to exist between the water meter and the backflow preventer.

1.8. **Definitions**

The following definitions shall apply in this plan:

- (a) Approved backflow preventer shall mean a backflow preventer as defined herein that

is approved by the Department in accordance with applicable State and local regulations including the Florida Building Code.

- (b) ANSI shall mean American National Standards Institute, Inc., 1430 Broadway, New York, N.Y. 10018.
- (c) ASME shall mean American Society of Mechanical Engineers, 345 E. 47 St., New York, N.Y. 10017.
- (d) ASSE shall mean American Society of Sanitary Engineering, 28901 Clemens Rd., Westlake, Ohio 41445.
- (e) Auxiliary water supply shall mean any water supply on or available to the premises other than the public potable water supply. Auxiliary water supplies include, but are not limited to, another provider's potable water supply; a private water supply such as a well for domestic, irrigation or fire flow purposes; natural source(s) such as a spring, lake, river, stream, canal or ocean; used water; reclaimed water; and industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.
- (f) AWWA Manual M-14 4th Ed. shall mean American Water Works Association Manual of Water Supply Practices "Recommended Procedure for Backflow Prevention and Cross-Connection Control", as amended.
- (g) AWWA shall mean the American Water Works Association, 6666 W. Quincy Ave., Denver, Colorado 80235.
- (h) Backflow shall mean the reversal of flow of water or inflow of other substances into a potable water distribution system through a cross-connection. Backflow may degrade the quality of the potable water below required standards.
- (i) Backpressure shall mean any elevation of pressure in the downstream piping system above the supply pressure at the point of consideration, which could cause a reversal of the normal direction of flow.
- (j) Backflow preventer shall mean a mechanical assembly or device or means that prohibits backflow into a potable water system. Only the following types may be approved:
 - (1) Air gap separation (AG) shall mean unobstructed vertical physical separation between the free-flowing discharge end of a potable water supply pipeline and the flood level rim of an open or non-pressure receiving vessel. An approved air gap separation shall be at least double the diameter of the supply pipe measured vertically above the top of the rim of the vessel. In no case shall an air gap separation be less than one (1) inch.
 - (2) Atmospheric vacuum breaker (AVB) shall mean an assembly consisting of a float check (poppet). It allows air to enter the water line when the line pressure is reduced to a gauge pressure of zero or below. The air inlet valve is not internally loaded. These devices are among the simplest and least expensive mechanical

types of backflow preventers and provide protection against backsiphonage only. They shall not be utilized to protect against backpressure conditions.

- (3) Double check valve assembly (DCVA) shall mean an assembly composed of two (2) single, independently acting approved check valves, including tightly closing resilient seated shutoff valves located at each end of the assembly, and fitting with properly located resilient seated test cocks suitable for testing the water tightness of each check valve. A check valve is a valve that is drip-tight in the normal direction of flow when the inlet pressure is one (1) psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g., clapper) shall be internally weighted or otherwise internally loaded to promote rapid and positive closure. This assembly shall be used only to protect against a non-health hazard.
- (4) Double check detector assembly (DCDA) shall mean a specially designed assembly composed of a line-size approved double check valve assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for only very low rates of flow up to three (3) gallons per minute (gpm) and shall show a registration for all rates of flow. The DCDA is used only on fire systems.
- (5) Pressure vacuum breaker (PVB) shall mean an assembly consisting of an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve, with properly located resilient-seated test cocks and tightly closing resilient-seated shutoff valves attached at each end. The PVB prevents backsiphonage, but it is not effective, and should not be used, in backpressure conditions.
- (6) Reduced pressure detector assembly (RPDA) shall mean a specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow preventer. The meter shall register accurately for only very low rates of flow up to three (3) gpm and shall show a registration for all rates of flow. The RPDA is used only on fire systems.
- (7) Reduced pressure principle backflow preventer (RP) shall mean an assembly containing within its structure a minimum of two (2) independently acting approved check valves, together with an automatically operating pressure differential relief valve located between the two (2) check valves. The first check valve reduces the supply pressure by a predetermined amount so that during normal flow and at cessation of normal flow the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. These units are equipped with tightly closing resilient seated shut-off valves located at each end of the assembly, and with properly located resilient seated test cocks.
- (8) Residential Dual Check (RDC) shall mean an assembly, without test cocks or ports, containing two independently operating spring loaded, poppet type check valves, in series, which can be easily removed and replaced. This assembly is suitable for installation in a water meter vault or pit, below ground. RDC's are only

authorized to be used right after the potable meter on residential services one (1) inch and smaller, and shall only be installed by the Utility.

- (k) Backsiphonage shall mean a form of backflow due to a reduction in system pressure which causes a sub atmospheric pressure to exist at a site in the water system.
- (l) Building Official shall mean that official designated by the appointing authority, as defined in the Florida Building Code.
- (m) Certified backflow preventer tester shall mean a person who is registered by the City of Holly Hill to install, test, repair, overhaul, or maintain approved backflow prevention assemblies. A backflow prevention tester shall be either a master plumber or work for a master plumber and have satisfactorily completed a nationally recognized backflow preventer testing training program, and hold a current certification that meets or exceeds any existing Florida Department of Environmental Protection (FDEP) standards or that is determined by City of Holly Hill to meet the requirements of the latest edition of the AWWA M-14 Manual. All testers are required to register with City of Holly Hill every two years.
- (n) City shall mean the City of Holly Hill, Florida.
- (o) Contamination hazard. This term represents the type of existing or potential hazard presented by a private system and means an existing or potential impairment of the quality of the water, which creates a potential or actual hazard to the public health through the introduction of hazardous or toxic substances or waterborne health hazards in the form of physical or chemical contaminants or biological organisms and pathogens
- (p) Cross connection shall mean any unprotected actual or potential connection or structural arrangement between the City's public water system and any other pipe, conduit, source or system through which it is possible to introduce any contamination or pollution other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices or arrangements through which or because of which backflow can or may occur are considered to be cross connections.
- (q) Customer shall mean any individual, municipality, corporation, partnership, firm, association or other entity receiving potable or fire system water service from the Department for consumption or usage within its premises or for resale to ultimate consumers.
- (r) Degree of hazard means whether the hazard or potential hazard is a "pollution" (non-health) hazard, or a "contamination" (health) hazard. The degree of hazard shall be determined by the City from the evaluation of conditions within a private water system and the use to which a property connected to public system is put.
- (s) Department shall mean the City of Holly Hill Public Works Department, including its director, employees, agents, designees, and successors.
- (t) Existing water customer shall mean a water customer as defined herein for which a water meter is installed.

- (u) Fire Department Connection (FDC) shall mean the fire suppression system connection intended to provide a means to receive supplemental water support from fire department pumping apparatus. FDC's are required on nearly all sprinkler systems installed to National Fire Protection Association (NFPA) 13, and NFPA 13R. According to one national standard, the FDC
- (v) Fire Suppression System is an active fire protection measure, consisting of a water supply system, providing adequate pressure and flow rate to which fire sprinklers are connected. As fire suppression systems include a FDC there is the direct means for water of unknown quality, or which contain foreign materials, to be introduced into the system. Therefore, these systems must provide containment protection from the water distribution system.
- (w) Florida Fire Prevention Code shall mean rule 69A-60 Florida Administrative Code.
- (x) Industrial fluid shall mean any fluid or solution which is intended to be or has been used in or results from activities of manufacture, production, fabrication, repair, packaging, processing or sale of goods or services or growing of agricultural crops or for fire suppression purposes. This may include, but is not limited to: polluted used waters; polluted auxiliary water; all types of process waters; chemicals in fluid form, including pesticides and fertilizers; fuels and oils; acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances.
- (y) Internal isolation shall mean fixture isolation and/or isolation of an area or zone within a customer's premises, downstream of the service connection. Fixture isolation means installing an approved backflow preventer at the source of the potential contamination. Area or zone isolation is confining the potential source of contamination within a specific area.
- (z) NFPA shall mean National Fire Protection Association, Quincy, Massachusetts.
- (aa) New water customer shall mean a water customer, as defined herein, who applies for the provision of water service.
- (bb) Non-health hazard shall mean substances which, although not dangerous to health, may impart offensive solids, color, odor or taste to the public water supply.
- (cc) Non-potable Water shall mean water which is not safe for human consumption, or which is of questionable potability.
- (dd) Plumbing Official: City of Holly Hill Building Official, or designee.
- (ee) Potable Water shall mean water from any source which has been checked by the health department, and approved for human consumption.
- (ff) Private water system means that part of a water service connection to the City's public water system which is located on the consumer's side of the town's water meter. A private water system may be a water service line to a single premise or structure or it may be a privately owned and maintained water distribution system, which serves

more than one structure or premises. For the purpose of this article, once water from the City's public water system passes through the water meter to the customer's side or the isolation valve before the backflow device on a fire line, that water is considered part of the private water system.

- (gg) Public water system means the City of Holly Hill water system and includes all of the system for the provision to the public of potable water for human consumption through pipes or other constructed conveyances
- (hh) Reclaimed water shall mean waste water which has received at least secondary treatment and basic disinfection and is approved for reuse in compliance with regulations of State agencies.
- (ii) Service connection shall mean the terminal end of water delivery from the public water system, that is, where the utility loses jurisdiction and sanitary control over the water at its juncture with the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter assembly. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the potable water system.
- (jj) State agencies shall mean the Department of Environmental Protection, the Department of Health, the State Fire Marshal, their successors, and any other instrumentality of the State of Florida charged under provisions of Part VI of Chapter 403, Florida Statutes or other statute or regulation with testing, inspecting, certifying, enforcing, or otherwise assuring compliance with environmental, health and safety standards, especially those for safe drinking water.
- (kk) Tampering shall mean altering, dismantling, removing, or rendering ineffective after installation, testing and certification, except in order to effect an approved replacement.
- (ll) Used water shall mean any water supplied to a customer's water system after it has passed through the service connection.
- (mm) Water Purveyor shall mean the owner/operator of the public, potable water system. As used herein, the water purveyor shall be City of Holly Hill Public Works Department.
- (nn) Water service connection shall mean the terminal end of the city's service connection from the city water system, i.e., at the owner's shut-off valve or meter. If a meter is installed at the end of the service connection, then the service connection means the downstream end of the meter. There will be no unprotected takeoffs from the service line ahead of any meter or backflow preventer located at the point of delivery to the owner's water system. This shall include irrigation systems and fire sprinkler systems. Service connection will also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.
- (oo) Water utility main shall mean a water supply pipe or system of pipes, installed and maintained by the city, township, county, public utility company or other public entity, on public property, in the street or in an approved dedicated easement of public or community use.

2. **Backflow Control**

2.1. **Responsibilities**

- (a) The City of Holly Hill Public Works Department (Water Purveyor): The City of Holly Hill, Public Works Department as authorized by Ordinance 70-102 adopted by the City Commission, is primarily responsible for adopting measures to prevent contamination or pollution of our potable water supply system by instituting a program of Backflow Prevention and Cross-connection Control. Such regulations shall control cross-connections to the city's water system and the consumer's private water system. The installation of the required backflow prevention assembly at the service connection shall be installed by the consumer, as directed by the Director of Public Works or their designee. The Water Systems Division is responsible for accurate record keeping, updating customer database, recording, reviewing and filing of test reports, mailing "Reminder" and "Violation" notices to customers, issuing work orders, requesting information from plumbing contractors and maintaining their files, and acting as liaison between plumbing contractors and customers.
- (b) Plumbing Inspector: The Building Department's Building Official is primarily responsible for enforcing the plumbing code to prevent contamination and pollution within the consumers' side of the water system by requiring that all plumbing outlets terminate through an approved air gap or be controlled by an approved mechanical backflow prevention device. Such responsibility begins at the connection to the premises and extends to the extremities of the consumer's potable water system. All new construction plans and specifications shall be reviewed by the building department to determine the degree of possible cross-connection hazards and applicable backflow prevention device requirements. For all proposed construction classified as commercial or industrial a reduced pressure principle device (RP) shall be the minimum requirement.
- (c) The Consumer: The consumer has the responsibility for protecting both the potable water in their own system from degradation due to conditions originating on their premises, by complying with the plumbing code, and also for protecting the quality of water in the City of Holly Hill water supply system against any potential or actual health hazards generated on or from their premises through uncontrolled cross-connections, by the installation of backflow prevention assemblies at the service connection. The customer is then responsible for the costs of procurement, installation, testing, repair and maintenance of said assembly.
- (d) Device Installer/Technician: The installer's responsibility is to make proper installation of backflow prevention devices in accordance with the manufacturer's installations and any additional instructions approved by the City of Holly Hill. The installer is also responsible for making sure a device is working properly when it is installed, and is required to furnish the necessary installation information to the Water Systems Division immediately after an approved backflow prevention device is installed and at least once a year thereafter.

2.2. **Backflow Preventers Required**

Backflow-prevention devices approved to the City and FDEP shall be installed on all

connections to the city's potable water system other than single-family residential connections that are not connected to the city's reuse water system, or other restriction described herein. Unless otherwise required by law, the installation shall be made by the owner-occupier of any subject residence, by the owner of any subject commercial building, by a licensed irrigation contractor or by the city, depending on the line size, at a location to be determined by the utilities division, and such installation certified by a certified backflow-prevention technician licensed to operate within the city. Upon determining that a backflow prevention assembly is required to be installed on an existing water service connection the City will notify the consumer in writing of:

- (a) The requirement for installation;
- (b) The type of approved backflow prevention assembly required;
- (c) The date by which it must be installed and tested. The consumer will have the following time periods within which to install and test the specified backflow prevention assembly.
 - (1) Health Hazard: Within 14 calendar days of date of notice, unless specified otherwise by the City.
 - (2) Non-health Hazard: Within 60 calendar days of date of notice

2.3. Causes of Backflow

Wherever there is a physical connection between a potable water system and a non-potable environment, backflow may occur from backsiphonage or backpressure. The examples, which follow, are intended to illustrate and educate about backflow prevention and cross connection control. These examples in no way represent an actual business, residence, or water system. This manual is intended to increase our understanding about the general subject.

2.4. Hazard Classifications

In applying the recommendations outlined in this manual, two degrees of hazards are considered and defined as follows:

- (a) Health (contaminant): a cross connection or potential cross connection involving any substance that could, if introduced into the potable water supply, cause death, illness, spread disease, or have a high probability of causing such effects.
- (b) Non-health (pollutant): A cross connection or potential cross connection involving any substance that generally would not be a health hazard, but would constitute a nuisance, or be aesthetically objectionable, if introduced into the domestic water supply.

2.5. Determining the Degree of Hazard

In assessing a potential cross connection, the probability must be considered that piping may be changed, equipment may be used incorrectly, or negligence on the part of the customer may result in a backflow condition. Therefore, a potential cross connection exists if one or more of the following elements are present: bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, hoses and hose bibbs, or the presence of an abundance of piping that cannot be easily traced.

The degree of hazard increases as a function of both the probability that backflow will occur and the toxicity of the substance that may backflow. However, the risk associated with the substance's toxicity (or virulence) is always a greater concern than the probability of backflow. When selecting the type of backflow prevention assembly, the health hazard should govern the final choice. The evaluation of the type and degree of contamination hazard is to determine the type of backflow preventer and not to determine whether a backflow preventer is required.

2.6. Installation of Required Type of Backflow Prevention Assemblies

Any customer that is found to have a backflow preventer installed, that is not in accordance with the type required by this manual will be required to replace the existing backflow preventer with one of the appropriate type, as specified in sections herein.

Only a backflow prevention assembly offering a greater degree of protection may be installed in place of a specified assembly required.

2.7. Containment vs Isolation

Containment is the installation of an approved backflow prevention assembly at the water service connection to any customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system. Containment is accomplished by the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections that cannot be effectively eliminated or controlled at the point of the cross-connection.

Isolation consists of two types, fixture isolation and area or zone isolation. Isolation at a fixture means installing an approved backflow preventer at the source of the potential contamination. Isolation at an area or zone is confining the potential source of contamination within a specific area. Isolation may be appropriate with or without containment depending on the whether the conditions create a health or non-health hazard.

When isolation is appropriate, an approved backflow prevention assembly must be used. The following are examples of isolating the public water supply systems from potential health hazards:

- (a) Lawn irrigation systems
- (b) Fire service systems
- (c) Laboratory facilities

Other systems may also need to be isolated with backflow prevention assemblies. Review by the water purveyor will determine the necessity of backflow prevention assembly installation.

Isolation is used for internal protection of systems where both backsiphonage and backpressure may occur, s. Stopping potential conditions at the source adds additional levels of protection to both customer and City.

2.8. Health Hazards

A health hazard or high hazard is any condition, device or practice which creates or may create

a danger to the health and well-being of the water consumer. The degree of hazard is related to the toxicity of the substance or its virulence if microbes are present that may backflow, and the possibility that a backflow could occur.

AWWA's M14, defines two categories of health hazards. These are shown below:

- (a) Health or High Hazard (Contaminant): A cross-connection or potential cross- connection involving any substance that could, if introduced into the potable water supply, cause death, illness, spread disease, or have a high probability of causing such effects.
- (b) Non-health or Low Hazard (Pollutant): A cross-connection or potential cross- connection involving any substance that generally would not be a health hazard, but would constitute a nuisance, or be aesthetically objectionable, if introduced into the domestic water supply.

2.9. Hazardous Chemicals on Premises

Many chemicals or chemical compounds may create a hazard to the public system when injected or otherwise introduced into the water system. To minimize the risk from these kinds of contaminants and hazards, a particular type premises containment assembly is recommended.

2.10. Examples of Customers that have Potential to Cause Health Problems

Facilities with a backflow potential include residential, commercial or industrial facilities where:

- (a) There is an auxiliary water supply which is connected to the potable water piping.
- (b) There is piping for conveying liquids other than potable water, where that piping is under pressure and is installed in proximity to potable water piping.
- (c) There is intricate plumbing which makes it impractical to ascertain whether or not cross-connections exist.
- (d) There are cross-connections or potential cross-connections.

2.11. Obstruction Prohibited

It shall be unlawful for any water customer to maintain or place anything on or near backflow preventer or other related equipment, which obstructs access to the backflow preventer.

2.12. Tampering Prohibited

The intentional tampering with a backflow preventer, rendering it out of compliance with this article, is prohibited. It shall be unlawful for any person to remove a backflow preventer from service without the express written consent of the City of Holly Hill Public Works Department, except for the purposes of replacement, as described in Section 18-13. Unauthorized removal will be considered tampering.

3. Installation

3.1. **Permit Required**

All backflow preventers shall be installed under a plumbing, mechanical or fire permit obtained from the applicable Building Official. The backflow preventer shall be tested by a certified backflow preventer tester as defined herein and certified as testing satisfactory prior to final plumbing approval being granted and prior to the installation of the permanent water meter. Where a permanent water meter is not yet installed, the certified tester shall obtain water for testing the backflow preventer via a method approved by the Department.

3.2. **Installation Details**

Installation of backflow devices at the point of service connection shall conform to the City of Holly Hill Standard Construction Details. These details, maintained under a separate document are available from the Public Works Department.

3.3. **Property Owner Responsible for Expense**

Property owners, at their own expense, shall prepare plans and shall obtain a permit for the required backflow preventer.

3.4. **Approved Installers**

The backflow preventer installer must be a validly licensed contractor possessing a certificate of competency appropriate for the preventer type and location involved.

3.5. **Location of Backflow Device**

Unless otherwise approved by the Water/Sewer Engineer during building plans review, the installation shall be located at the property line at one (1) side of the property in accordance with the Department's standard details. Indoor installations for containment protection purposes are highly discouraged and may only be installed with prior written consent of the Director.

3.6. **Backflow Assemblies Approved by FDEP**

Backflow assemblies that are approved by FDEP for protection of the water supply system at the service connection are:

- (a) Air gap separation
- (b) Reduced pressure principle backflow prevention assembly.
- (c) Atmospheric vacuum breaker
- (d) Pressure vacuum breaker assembly.
- (e) Double check valve assembly.
- (f) Residential Dual Check (testable and non-testable)

3.7. **Approved Assemblies**

All backflow preventers, other than air gaps, shall have satisfactorily passed a laboratory and field evaluation in accordance with the latest editions of either Section 10 of the University of Southern California's Manual of Cross-Connection Control and been approved by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC-FCC & HR); or with ANSI/AWWA Standard C510-97 or C511-97. All backflow prevention devices are required to be testable in line, with the exception of residential dual check valves

where approved for use.

3.8. **Standards for Backflow Prevention Assemblies and Methods of Installation**

General: All approved backflow preventers shall conform to specifications set forth in the applicable building code and to rules and regulations promulgated by State agencies. The following specifications are adopted until and unless superseded:

- (a) **Air Gap (AG):** An approved air gap is the unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the flood level rim of the fixture or assembly into which the outlet discharges. These vertical, physical separations must be at least twice the diameter of the water supply outlet, but never less than 1 in. Air Gap (AG) shall conform to ANSI/ASME standard A 112.1.2-1991.
- (b) **Double Check Valve Assembly (DCVA):** A Double Check Valve Assembly consists of two single independently acting check valves with watertight valves located at each end of the assembly, and four properly located test cocks for testing the water tightness of each check valve. During normal operation, both check valves remain closed until there is a demand for water. In the event of backflow, both check valves close preventing reversal of flow. Two standard plumbing check valves in series may not be used in place of the double check valve assembly due to the necessity for testing. A Double Check Valve Assembly is effective against backpressure backflow and backsiphonage but should be used to isolate only non-health hazards. A double detector assembly is a special class of DCVA for fire services with a metered low flow bypass to detect leaks. This bypass shall have its own backflow device of equal or greater protection than the master device. Double Check Valve Assemblies shall conform to ASSE Standard 1024 or ANSI/AWWA Standard C510-97.
- (c) **Residential Dual Check Valve:** Residential Dual Check Valve Backflow Preventers consist of two independently operating check valves. It usually does not include shutoff valves, may or may not be equipped with test cocks or ports, and is generally less reliable than a DCVA. During normal operation, both check valves remain closed until there is a demand for water. In the event of backflow, both checks close to prevent reversal of flow. Residential dual check valves may not be used for health or high hazards. They are an acceptable solution for preventing potential backflow and backsiphonage for service connections in water service areas that are also served with reclaimed water. They are sized for use on small supply lines (1" or less) and are to be installed immediately downstream of the meter. Residential dual checks may be used for continuous pressure applications and will protect against both backsiphonage and backpressure.

NOTE: Consideration must be given to thermal expansion problems that may arise in the home after installation of a dual check device.

- (d) **Reduced Pressure Zone Backflow Preventer:** A reduced pressure detector assembly is a special class of RP for fire services with a metered low flow bypass to detect leaks. This bypass shall have its own backflow device of equal or greater protection than the master device. Reduced Pressure Principal Backflow Prevention Assembly (RP) shall conform to ASSE Standard 1013 or ANSI/AWWA Standard C511-97.
- (e) **Pressure Vacuum Breaker (PVB):** A mechanical backflow preventer that consists of an

independently acting, spring- loaded check valve and an independently acting, loaded air inlet valve on the discharge side of the check valve. It includes shutoff valves at each end of the assembly and is equipped with test cocks. The pressure vacuum breaker uses loading to actuate the atmospheric vent only when backsiphonage occurs or when the line is depressurized. Two gate valves, test cocks and an additional check are also added. This assembly differs from the atmospheric vacuum breaker in that a spring has been added to the check valve. A PVB is effective against backsiphonage only. This assembly is intended to be used under constant pressure conditions. PVB's shall conform to ANSI/ASSE Standard 1020-1990.

- (f) Atmospheric Vacuum Breaker (APV): The device usually consists of a float which is free to travel on a shaft and seal in the uppermost position against atmosphere with a disc. Water flow lifts the float, which then causes the disc to seal. When the water supply pressure drops below atmospheric pressure (14.7 psi) the disc will drop down venting the unit to atmosphere and opening the downstream piping to atmospheric pressure, thus preventing backsiphonage. The device is designed to be installed downstream of the last valve in the system and to be operated under pressure for no more than twelve hours in any twenty-four-hour period. These devices shall not be used for containment protection of the Water Distribution System. AVB shall conform to ASSE standard 1001.
- (g) Hose Bibb Vacuum Breaker (Isolation): HBVB's are a special type of AVB. Hose bibb Vacuum Breakers are not approved for health or high hazard situations but provide an inexpensive means of isolating potential backsiphonage situation caused by connections of hoses to outside spigots. The device consists of a spring loaded check valve that seals against an atmospheric outlet when water is flowing. When the water supply is turned off, the device vents to atmosphere, thus protecting against backsiphonage. These assemblies are suitable only for isolation in situations where outside spigots may be used to connect hoses. Hoses pose both non-health and health threats. Health threats are introduced when water pressure is used in combination with a hose to apply fertilizers or herbicides. Hoses may also be unintentionally submerged in toxic or microbially contaminated liquids that can backsiphon under the right conditions. HBVB shall conform to ASSE standard 1011.

3.9. Locations where Uninterruptible Service is Required

It should be noted that device testing requires a water shutdown usually lasting five (5) to thirty (30) minutes. For facilities that require an uninterrupted supply of water, the City will require the installation of parallel backflow prevention assemblies of equal type to allow for testing, maintenance and repair.

During normal flow conditions both assemblies will remain open. During testing, one device is left open while the other is tested. Sizing of parallel assemblies will be governed by customer need. Usually the two parallel assemblies are one size smaller than the service size (e.g. two 3" devices on a 4" service line).

The existence of any unprotected bypass around a backflow preventer when the apparatus is in need of testing, repair or replacement is unlawful and the City of Holly Hill Public Works Department will not allow such unprotected bypass around a backflow prevention device when the device is in need of testing, repair or replacement.

3.10. Thermal Expansion

Backflow prevention devices installed on closed systems with water heaters may cause excessive pressure increases due to thermal water expansion and/or water hammer downstream of the devices. Excessive pressure increases may cause damage or failure to water heaters which may be hazardous. The customer or the plumbing contractor should install adequate thermal expansion devices to prevent possible excessive pressure increases within water heaters. Provisions must be made for thermal expansion.

3.11. Testing Upon Completion of Installation

The backflow prevention device installer shall assure proper installation of approved devices in accordance with the manufacturer's installation instructions and those provided by the City of Holly Hill Utilities Cross-Connection Prevention Program. The installer is also responsible for making sure the device is working properly when it is installed. All Reduced Pressure Principle Assemblies, Double Check Valve Assemblies, and Pressure Vacuum Breaker Assemblies shall be tested in accordance with this manual following installation. The following data shall be supplied by the customer and to City of Holly Hill Public Works Department immediately after installation:

- (a) Service address where device is located
- (b) Owner
- (c) Owner's Utility Account Number
- (d) Detailed description of device's location
- (e) Date of installation
- (f) Type of device and size
- (g) Make, Model and serial number of device
- (h) Test results.

Upon completion of the installation, satisfactory testing of the device shall be performed and submitted in accordance with this manual.

3.12. Installation at Residential Potable Water Services

All multi-family residential potable water services or residential potable water services with 1-1/2" meters or larger shall have a reduced pressure assembly installed.

All residential properties with access to reclaimed water shall have a residential dual check valve installed by the Utility.

3.13. Installation at Residential Multi-Storied Buildings

Multistoried buildings may be broadly grouped into the following three categories in terms of their internal potable water systems:

- (a) Using only the service pressure to distribute the potable water throughout the structure, and with no internal potable water reservoir;
- (b) Using a booster pump to provide potable water directly to the upper floors;
- (c) Using a booster pump to fill a covered roof reservoir from which there is a down-feed system for the upper floors.

In each of the systems described above any loss of distribution main pressure will cause backflow from these building's systems unless approved backflow prevention assemblies are properly installed. A reduced pressure principle backflow prevention assembly shall be installed at the service connection whenever the height of the building exceeds two (2) stories or there are any booster pumps or storage tanks on the system.

3.14. Installation at Non-Residential Potable Water Services

All non-residential potable water services shall have a reduced pressure assembly installed.

3.15. Installation at Residential Irrigation Water Services

- (a) The potable water supply shall be protected from irrigation systems with a backflow .prevention device dependent on the type of system installed.
- (b) Where no potential for backpressure exists, and no chemical injection is used: PVB
- (c) If backpressure may exist, or any chemical injection systems are employed: RP
- (d) All new irrigation systems shall be served through a separate meter.
- (e) An atmospheric vacuum breaker may be used for isolation of irrigation systems after the initial containment backflow protecting the water distribution system from the property. If used, AVB's and PVB's must be installed at least 12 inches above the highest sprinkler head. PVB's and AVB's should be installed at the highest elevation of the property.

3.16. Installation at Non-Residential Irrigation Services

- (a) All irrigation systems shall be protected with a RP backflow .prevention device All new lawn irrigation systems shall be served through a separate meter.
- (b) An atmospheric vacuum breaker or pressure vacuum breaker may be used for isolation of irrigation systems after the initial containment backflow protecting the water distribution system from the property. If used, AVB's and PVB's must be installed at least 12 inches above the highest sprinkler head. PVB's and AVB's should be installed at the highest elevation of the property.

3.17. Installation at Restricted, Classified, or Other Closed Facilities

- (a) An approved backflow prevention assembly shall be installed on the service connection to any facility that is not readily accessible for inspection by the water purveyor because of military secrecy requirements or other prohibitions or restrictions. A reduced pressure principle backflow prevention assembly shall be used.

3.18. Installation where Reclaimed Water Available On-Site

- (a) Cross connections between the customer's potable water system and the customer's reclaimed water system are prohibited in accordance with Florida Administrative Code (F.A.C.) Chapter 62-555.360.

- (b) All customers of properties using reclaimed water as an auxiliary source of water supply shall install a reduced pressure principle backflow preventer (RP) assembly on the potable water service connection.
- (c) If reclaimed water is available to a customer, their potable water system and reclaimed water system shall be open for inspection at all reasonable times to authorized representatives of City of Holly Hill Building Division and/or Public Works Department. The inspection will verify no cross connections exist between the potable water and the reclaimed systems.

3.19. Sizing of Backflow Protection Device

- (a) In order to adequately handle the maximum flow of the water meter, the backflow assembly should be the same size as the meter or larger. It is recognized that if the service line is sized smaller than the meter, the assembly should be the same size as the service line.

3.20. Backflow Prevention on Fire Suppression Systems

- (a) Consideration for Fire Service Lines: Standby fire protection shall be construed as being an unmetered ready to serve private fire protection service line. The detector meter on the backflow prevention assembly does not constitute a metered service line for the purposes of this division, since it is used to detect leakage and unauthorized use and not total flow. Like other situations encountered in cross connection control, the degree of backflow protection necessary for a particular fire-protection system will depend on specific conditions present. Examples of conditions that require backflow prevention assemblies on fire sprinkling systems

- (1) Systems with Fire Department Connections (FDC) permit non-toxic corrosion inhibitors and other non-toxic chemicals added to the tanks of fire trucks, or where water is pumped by the fire department from non-potable sources.
- (2) Premises with unusually complex piping systems can make it difficult to identify a cross- connection.

Because of the potential for Cross-Connections backflow prevention assemblies are required. At a minimum the service line shall be protected by a Double Check Valve Assembly.

- (b) Certified Fire Protection Contractors: All installations, testing, maintenance, repairs and replacements of backflow preventers used for fire suppression systems shall be performed by a certified Fire Protection Contractor as defined in Section 633.021(5), Florida Statutes, and certified in accordance with Section 633.521, Florida Statutes.
- (c) Design Considerations: Pressure losses across backflow prevention assemblies do occur. This loss must be accounted for in the design or redesign of the fire protection system, if it is to function properly. This factor is particularly important when assemblies are added to existing fire-protection systems. All existing systems being modified or upgraded shall make provisions for any additional head loss caused by inclusion of the required backflow preventer in the modification design.

- (d) Classification of Fire Suppression Systems: Fire protection systems consist of sprinklers, hose connection(s), and hydrants. Sprinkler systems may be dry or wet, open or closed. Systems of fixed-spray nozzles may be used indoors or outdoors for protection of flammable liquids and other hazardous processes. It is also standard practice to equip automatic sprinkler systems with fire department pumper connections.

For cross connection control, fire suppression systems will be classified in accordance with AWWA Manual M-14 on the basis of water source and arrangement of supplies as follows:

- Class 1: Direct connections from public service connection only; no pumps, antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry wells, or other safe outlets.
- Class 2: Same as Class 1 except that booster pumps may be installed in the connections. (Booster pumps do not affect the potability of the system.) It is necessary that pressure in the water main is not reduced below 20 psi to avoid drawing too much water from the main.
- Class 3: Direct connection from the service connection, plus one (1) or more of the following: elevated storage tanks; fire pumps taking suction from aboveground covered reservoirs or tanks; pressure tanks. (All storage facilities are filled or connected to public water only; the water in the tanks is to be maintained in a potable condition. Otherwise, Class 3 systems are the same as Class 5.)
- Class 4: Similar to Class 1 and Class 2, but with an auxiliary water supply dedicated to Fire Department use and available to the premises, such as an auxiliary supply located within 1700 feet (518m) of the pumper connection.
- Class 5: Directly supplied from the service connection and interconnected with auxiliary supplies, such as pumps taking suction from reservoirs exposed to contamination, or rivers and ponds; driven wells; mills or other industrial water systems; or where antifreeze or other additives are used.
- Class 6: A system where there are chemicals added into the system. This is the most severe type of protection, and the biggest concern for the contamination of the potable system from a fire suppression system.

- (e) Minimum Level of Protection for Fire Suppression Systems: All customers who currently have, or are installing new fire suppression systems shall install backflow preventers on all fire suppression systems in accordance with the table below:

Class	Minimum Level of Protection*
Class 1	DCDA
Class 2	DCDA
Class 3	DCDA
Class 4	RPDA
Class 5	RPDA
Class 6	RPDA
DCDA = double check detector assembly	

RPDA = reduced pressure detector assembly

- (f) Marine/Boating Facilities: Where fire protection water is delivered to marine facilities the minimum acceptable backflow protection device at the service connection shall be a RP device.
- (g) Private Fire Hydrants: During the City's plan reviews, the fire department will determine if private hydrant(s) will be required to be installed by the user within the property boundaries of a multi-family, commercial, industrial facility or development in order to meet applicable fire codes. For services only servicing private fire protection lines used to serve private fire hydrants exclusively with no building fire sprinkler system connections on sites not classified as high hazard:
- The fire lines and hydrants shall be owned and maintained by User and not include any connections to building fire sprinkler systems.
 - Fire service connections will not be authorized until the applicant has submitted detailed plans to the City for review of the proposed fire service system and plans are approved. The plans shall include detailed drawings of the premises, all appurtenances, and the proposed fire service system.
 - Installation of a backflow prevention assembly will not be required if the Owner enters into a Private Service Agreement with the City. In the event the terms of the agreement are violated by the User or any occupants of the premises, the Owner at their expense shall be required to install a backflow prevention assembly as directed by the City. Water service to the premises shall be discontinued until such time the backflow prevention assembly is installed and accepted by the City.
- (h) Fire Hydrant Meter and Backflow Protection: Except for the use of fire hydrants for fire suppression purposes, any use of fire hydrants and fire systems by any person other than the City without the prior written approval is prohibited. However, recognizing that there are times when water may be needed for other than fire protection purposes, the City may issue a "Temporary Water Use Permit." Note, a "fire hydrant water use permit" is a privilege, not a right, and may be revoked at the discretion of the City.
- Hoses connected to a fire hydrant for purposes permitted under a "Water Use Permit" shall not be submerged and/or left unsecured in a pool, pond, lake or container at any time while it is attached to the hydrant. A minimum "air gap" equal to two (2) times the outlet diameter of the hose shall be maintained at all times above the pool or container overflow level. Under no condition will more than one (1), of the 2½ inch connections on the fire hydrant be allowed for use at any time with each issued permit. Anyone found in violation will be prohibited from further use of the connection and subject to a fine and/or imprisonment.
 - All temporary, portable or hydrant meters furnished by City of Holly Hill Public Works Department shall have an approved Reduced Pressure Principle Device Assembly installed immediately downstream of the meter. The contractor or customer shall provide the necessary protection and physical support for the meter and backflow prevention device assembly. No permanently installed meter shall be used for construction purposes without a proper backflow prevention device installed

4. Inspection Program

4.1. General Requirement

Due to changes in equipment, methods of manufacturing and additions to plants, buildings, etc., water usage requirements undergo continual change. As a result, new cross connections may be installed and existing protection may be bypassed, removed or otherwise made ineffective. Inspection and/or re-evaluation by City of Holly Hill Public Works Department of the cross connection hazard and the backflow prevention device effectiveness will be required as deemed necessary by City of Holly Hill Public Works Department.

4.2. Responsibility of the Owner

The Owner shall be responsible for the protection of the public water supply from contamination due to backflow through the water service connection. The City may require Owner, at their expense, to install, alter, replace, or repair any plumbing connected to the public water system that may pose a threat to public health. Failure, refusal or the inability on the part of the Owner to correct any deficiency or violation immediately shall be unlawful and the Authority may deny or discontinue water service to the premises. The owner shall be responsible for the elimination of all unprotected cross connections, to include service line protection and any connections downstream of the service line supply to the building(s).

4.3. Access required

- (a) The Customer's system should be open for inspection at any reasonable time, or in case of emergency at any time, to authorized representatives of the City to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist.
- (b) Any inspector, or authorized representative of the Department, upon presentation of proper credentials may enter, monitor, sample, test, and inspect, as often as may be necessary, any structure, property, premises, building or place, public or private, residential or nonresidential within the water distribution system of the City for the purpose of assuring that no cross connections exist and that approved backflow preventers are in place where required. This right of access includes the right to affect any emergency actions necessary, including but not limited to disconnecting water service. Inspections of the facilities which pose the greatest potential hazard to the public water supply, are deemed to be a public necessity. To the extent practical, consent for the entry, inspection, testing, monitoring and sampling shall be obtained, but is not required, from the owner or person in charge of the property, building, premises or place.
- (c) No person shall refuse reasonable entry or access to the duly authorized representative who requests entry for any of the purposes set forth in (a) above and who presents appropriate credentials identifying himself.
- (d) No person shall obstruct, hamper, or interfere with any such inspection, entry, monitoring, testing, or sampling.

4.4. Cross-Connection Surveys

Using all available information, the City's Inspector shall conduct cross-connection surveys to determine and assess compliance with the Cross-Connection Program. These surveys are designed to identify apparent violations and establish correction criteria. During the survey process, the Inspector shall verify that any required reports are submitted on schedule, cover the proper time period, include all information required in the particular report and are properly submitted. Any discrepancy shall be considered to be a violation of the Cross-Connection Program. To the extent possible, the Owner will be required to correct such discrepancies immediately upon their discovery.

4.5. Pre-Arranged Survey

The City recognizes that it may be advantageous to give officials of certain establishments advanced notice of a detailed cross-connection survey. This will usually be done by sending a letter to the official in charge of the establishment, informing him that a survey is being scheduled and asking him to designate an employee, who is knowledgeable of the internal plumbing of the system and water usage.

4.6. Unannounced Visits

The Approving Authority intends to make unannounced surveys to certain properties when conducting cross-connection surveys. Such will usually be the case when:

- (a) If the establishment is small and no difficulty is expected in locating the occupant or a knowledgeable representative.
- (b) Where unannounced surveys will not be disruptive.
- (c) Where it is felt that advance notice of the survey would likely result in an unrealistic picture of typical water use practices.

4.7. Inspections for New Construction

New construction plans are to have a plan review followed by site inspections by the Building Official to ensure conformance with the Florida Plumbing Codes. During plan review, the City of Holly Hill Public Works Department will detail the customer's responsibilities concerning the requirements for prevention device installation. Plan review and site inspections will be performed when deemed necessary by the City of Holly Hill Building Department and Public Works Department to ensure Cross-Connection Prevention Program compliance. The inspection of premises and satisfactory testing of an all new backflow prevention devices shall be required for these sites before initiation of water service or issuance of a new certificate of occupancy.

4.8. Field Visits Procedures

- (a) During the survey, a field sheet will be completed showing details of significant findings. The hazards which cross-connections pose will be explained fully to the persons assisting in the survey. The Owner will be informed that the information gathered during the survey will be reviewed by the Approving Authority and a written report initiated.

- (b) The findings of the survey will be summarized and a written report will be sent to the ranking management official of the establishment. Cross-connections found will be described briefly along with the required method of correction. An effort will be made to keep the description of the findings and requirements, clear, concise and as brief as possible. The Owner will be given a time limit for making the needed corrections in the correspondence. Time for making corrections may vary depending upon the seriousness of the cross-connections involved and upon the complexity and difficulty of correcting the problems.
- (c) Follow-up inspections will be made as needed to assist the Owner and to assure that satisfactory progress has been made. Such visits will continue until all corrective action has been completed to the satisfaction of the City. If the customer refuses to make corrective action needed for the protection of the water system, the City shall follow the guidelines for enforcement of violations.

4.9. Enforcement Evaluation

Violations and discrepancies identified during the survey process will be evaluated by the City to evaluate the type of enforcement response required.

4.10. Significant Non-Compliance (SNC)

After completion of the compliance surveys, violations will be characterized and a determination made as to whether the user is in Significant Noncompliance (SNC). Certain instances of noncompliance are not of sufficient impact to justify extensive enforcement actions. However, certain violations or patterns of violations are significant and must be identified as such. Such SNC may be on an individual or long-term basis of occurrence. Categorization of backflow prevention assembly Owners as being in SNC allows the City to establish priorities for enforcement action and provides a means for reporting the more serious non-compliance. Instances of SNC are Owners who violate one or more of the following criteria.

- (a) Failure to submit reports required by the Cross-Connection Program. Not responding to letters or verbal requests, frequently violating reporting requirements, not reporting pollution or contamination of City water main, reporting false information, missing interim and final dates for reporting. Not reporting any proposed or modified cross-connections and also any existing cross-connections. Not reporting an auxiliary source of water on property such as wells, even if not connected.
- (b) Failure to meet program criteria, intentionally violating conditions of the program. Not servicing, repairing and properly testing backflow prevention assemblies.
- (c) Violating conditions of the Cross-Connection program resulting in the pollution or contamination of the City's water main.
- (d) Installation of plumbing to provide potable water for domestic purposes which is on the City's side of the backflow preventer without such plumbing having its own backflow preventer.
- (e) Installation of a backflow prevention assembly in a manner not approved by the City.
- (f) Failure to eliminate or control all cross-connections on their property.

- (g) Not paying fees for permits, annual or semi-annual testing, retesting, re-inspection for non-compliance with the Cross-Connection Program.
- (h) Severe cases of failure to maintain proper records or falsification of records.
- (i) Refusal to allow inspection of property for the purpose of conducting a survey to ascertain degree of hazard, possibility of a cross-connection, conformance of backflow prevention assembly installation with approved plans, or for any other reason necessary for the execution of the provisions of cross-connection prevention program.

5. Maintenance and Testing Procedures

5.1. General Requirement

As part of a complete cross connection control program, it is the responsibility of the customer at any premises where Air Gap (AG), Reduced Pressure Backflow Assemblies (RP), Double Check Valve Assemblies (DCVA), Reduced Pressure Detector Assemblies (RPDA), Double Detector Check Valve Assemblies (DDCV), and Pressure Vacuum Breakers (PVB) are installed to have thorough inspections and operational tests made at least once a year or more often, where deemed necessary by City of Holly Hill. These inspections and tests shall be at the expense of the customer and be performed by an approved certified backflow prevention device technician using proper field test procedures with calibrated test equipment.

5.2. Approved Certified Field Tester and Repair Personnel

- (a) A backflow prevention tester and a backflow repair technician shall be either a certified water distribution system operator working for the City, or a licensed plumber, and have satisfactorily completed a nationally recognized backflow preventer training program, and hold a current certification that meets or exceeds any existing Florida Department of Environmental Protection (FDEP) standards or that is determined by City of Holly Hill to meet the requirements of the latest edition of the AWWA M-14 Manual. All tester and repair personnel are required to register with City of Holly Hill every two years. Minimum certification for Backflow Prevention Field Testers shall include:
 - Shall have demonstrated competency in testing and repair of all approved backflow prevention devices to the City's satisfaction
 - Shall be knowledgeable of laws, rules and regulations applicable to backflow prevention devices.
 - Shall successfully complete a minimum of a 32-hour course in Backflow Testing and Repair either the University of Florida Center for Training, Research and Education for Environmental Occupations (TREEO), Florida Section; the American Water Works Association (FL-AWWA), or the Florida Water and Pollution Control Operators Association (FWPCOA), Florida Rural Water Association (FRWA), or other certification programs approved by City of Holly Hill Public Works Department. Successful completion shall include passing the written and hands-on exams.
 - Successfully complete a re-certification course at least every 2 years.

- (b) Certified Backflow Prevention Device Testers and Repair Technicians shall present documentation of training and submit a completed City of Holly Hill Public Works Department Backflow Prevention Device Technician Registration Form along with equipment certifications annually to City of Holly Hill Building Department. A list of City of Holly Hill Public Works Department approved certified backflow prevention device testers will be supplied to customers upon request. Testers will be removed from the list of City of Holly Hill Public Works Department approved Backflow Prevention Device testers for failure to perform in accordance with City of Holly Hill Public Works Department standards or if the Backflow Prevention Device Technician Certification expires.
- (c) A certified fire system contractor shall test backflow prevention assemblies on dedicated fire lines.
- (d) Any maintenance or repair required as a result of testing shall be made at the expense of the customer and shall be performed by a City of Holly Hill Public Works Department approved certified backflow prevention repair technician.

5.3. **Non-Compliance**

- (a) In the event that the customer does not abide by the standards set forth in the City of Holly Hill Public Works Department Cross-Connection Prevention Program, the water purveyor reserves the right to discontinue water service immediately.
- (b) Upon written notification from City of Holly Hill the customer shall act to have a City of Holly Hill approved certified technician install or repair, and/or test the backflow prevention device within the time frame set by City of Holly Hill Public Works Department. Any customer water service not in compliance with the Cross-Connection Prevention Program at the end of the period allotted by City of Holly Hill Public Works Department can be terminated immediately. Service will be restored when City of Holly Hill Public Works Department standards are met.

5.4. **Schedule for Field Testing and Maintenance of Backflow Assemblies**

- (a) It is essential that continuous pressure type backflow prevention devices (RP, DCVA, RPDA, DDCV, and PVB) be tested on a regular basis by a competent tester if these devices are to be relied upon. These devices shall be tested:
 - Immediately following installation.
 - At least annually, and more frequently where deemed necessary by City of Holly Hill.
 - Anytime devices have been disassembled for cleaning and repairs. Note: this work must be done by a City of Holly Hill approved certified technician.
 - Where there is indication that the device is not functioning properly. (Relief valve discharging, leaking, or any suspected damage to internal or external parts).
- (b) Residential Dual Check Valve (RDC) devices are not testable and must be replaced every five years, or if the device is known to have failed.

5.5. Repair and Replacement

- (a) All devices failing to meet the latest performance standards set forth by the American Water Works Association (ANSI/AWWA C510 & C511), and the American Society of Sanitary Engineers (ASSE-1013, 1015 & 1020) or the Foundation for Cross Connection Control & Hydraulic Research at the University of Southern California, shall be repaired and retested within a time specified below, in accordance with the health hazard level.
- Health hazard facilities: Within seven days of discovery.
 - Non-health hazard facilities: Within 21 days of discovery.
- (b) Any time that repairs to a backflow prevention assembly are deemed necessary, whether through annual testing or routine inspection by the consumer or by the City, these repairs must be completed. Devices which are found to have a history of not meeting these performance standards shall be placed on a semi-annual or quarterly testing schedule. Devices repeatedly found not to meet these standards if it cannot be repaired to test satisfactorily, the customer shall replace it with the type required and have the replacement tested and certified. If routine testing indicates wear or other malfunction, the device shall be overhauled. Such an overhaul should consist of the replacement of all seats, diaphragms, gaskets which are subject to wear, and any other parts found to be worn or otherwise in questionable condition.
- (c) It is the customer's responsibility to assure that all defects listed by backflow preventer testers are corrected. Failure to complete repairs and have the backflow preventer certified as testing satisfactory within the prescribed time shall result in a civil violation notice. Failure to correct the defect and comply with the civil violation notice may result in a civil action by the City and/or discontinuing the water service.
- (d) All repairs and replacement of a backflow preventer shall be done with a valid permit.

5.6. Testing Procedure Standards

- (a) The customer will coordinate with an approved certified tester for a mutually agreeable time for the water service to be shut off during testing. Special arrangements may have to be made so that interruption of service will not create a hardship.
- (b) The tester shall properly identify the backflow prevention device to be tested by checking ID tag for manufacturer, model and serial number.
- (c) The tester shall inspect the device assembly for the required components:
- Approved device
 - Approved shut off valves
 - Properly placed test cocks
 - Approved piping of assembly
 - A clearance of 2-feet from any obstructions including shrubbery.

- (d) The field test will be made using test equipment and test procedures conforming to those outlined in the latest editions of Chapter 8 of AWWA Manual M-14 and Section 9 of the Manual of Cross-Connection Control published by the Foundation for Cross Connection Control and Hydraulic Research - University of Southern California University of Southern California's. All test data shall be recorded on the proper City of Holly Hill forms with copies forwarded to City of Holly Hill as specified here-in.

5.7. Required Notifications

- (a) The tester shall notify the customer who in turn shall notify its affected maintenance personnel of an impending backflow prevention assembly test.
- (b) Notify the City of Holly Hill Utility Billing Department if you are shutting down any water service.
- (c) Notify City of Holly Hill Fire Rescue if you are shutting down a fire service.
- (d) If deficiencies are identified during any testing, the tester shall provide the water customer and the City with a listing of the defects, on a form acceptable to the City, within five (5) days of the test.

5.8. Cross-Connection Control Records

(a) Test Reporting

- (1) The certified tester shall report the results of all tests on the "Backflow Prevention Assembly - Test and Maintenance Form" included in this plan. Use of any other form will result in rejection of the report.
- (2) A copy of all reports on all testing and maintenance of backflow prevention assemblies shall be filed with the City of Holly Hill by the certified backflow preventer tester within 10-days of the test following a satisfactory test, and five (5) days if there are any deficiencies. The purpose of the inspection report is to monitor the testing and performance of backflow prevention devices. Therefore, it is important that the required information provided be complete and accurate. Failure to provide a complete report may result in rejection of the report and re-testing.
- (3) It is unlawful for any consumer or certified backflow prevention assembly technician to submit any record to the City, which is false or fraudulent in any material respect. It is unlawful for any consumer or certified backflow prevention assembly technician to fail to submit any record, which is required by this section to the City. Such violations may result in any of the enforcement actions outlined in this section.
- (4) All incidents of suspected or actual backflow shall be reported to the City by all persons with knowledge.

(b) Records Retention Requirements

- (1) Service Connection Assessment records and BFP test records must be kept for 10 years.

- (2) Records must be maintained by the City and made available to FDEP/FDOH during the sanitary surveys of the water utility.
- (3) Actual Service Connection Assessment Questionnaire should be kept indefinitely and should contain signed statement concerning the customer's water use.
- (4) The Department shall retain all records incident to the cross-connection control program which are mandated by this article and by rules and regulations promulgated by State agencies pursuant to provisions of Part VI of Chapter 403, Florida Statutes.

6. Enforcement and Emergency Situations

6.1. Right to Enforce

The Department may take emergency action to eliminate a cross connection involving a health hazard, or to stop and prevent backflow, by any practicable means, including disconnection of water service and installation of an approved backflow preventer, billing the customer for the cost of labor, applicable permit fees, and materials (including overhead and fringe benefits).

6.2. Informal and Formal Means of Enforcement

The following means of enforcement available to the City:

(a) Informal Actions

- (1) Notices of Violation (NOV): A Notice of Violation(s) is a written notice to the Owner that the City has observed a violation of the Cross-Connection Control Program standards or requirements and expects the non-compliance to be corrected. The Notice of Violation shall state that additional enforcement action may be pursued if corrections are not accomplished in a timely manner. A notice of violation shall also state that an explanation of the violation does not excuse it or any previous violations. Notices of violation shall be sent by certified mail, return receipt requested, with copies maintained by the City.
- (2) Final Violation Notice (FVN): A Final Violation Notice shall be issued upon the instance of a repeat violation as determined by the City. The Final Violation Notice shall have the same content as a NOV. However, if said compliance is not achieved in a timely manner, the City shall proceed with other methods as outlined in other divisions of this document. Final Violation Notices shall be sent by certified mail, return receipt requested, with copies maintained by the Approving Authority.
- (3) Review Meetings: Where further violations continue to occur, the Owner shall be notified by the City in writing as to the particulars of the violation(s) and be called for a voluntary meeting with the Owner. Review meetings are intended to provide a voluntary means of preventing future violations of the Cross-Connection Control Program. The notice sent to the Owner shall be sent by certified mail, return receipt requested, with copies maintained by the City, and shall be entitled "Notice of Review". Neither the Notice of Violation nor Final Violation Notice is a precondition for calling a review meeting. No informal action is a prerequisite for instituting formal

enforcement procedures.

(b) Formal Actions

- (1) **Standards Meeting and Compliance Schedule:** in cases where, following a review meeting, continued violations occur or where violations of themselves are either of significant magnitude or duration, an Owner may be required by the City through a "Notice of Standards Meeting" to attend a "Standards Meeting." Notice of such a meeting shall be sent by certified mail, return receipt requested. Attendance is mandatory by the Owner and failure to comply with such a notice may result in other formal action. The Standards Meeting shall establish procedures, investigations and studies as the City deems necessary and desirable to determine the cause of such violations and methods to correct them. The City shall chair the Standards Meeting and minutes shall be kept.
- (2) **Administrative Orders:** Administrative Orders (AOs) are enforcement documents which direct Owners to undertake or to cease specified activities. Administrative orders are the first formal response to significant non-compliance, and may incorporate compliance schedules, administrative penalties, and termination of service orders. Compliance with the terms and conditions of the AO will not be construed to relieve the Owner of its obligation to comply with applicable Federal, State or local law. Violation of the AO itself may subject the Owner to all penalties available. No provision of the order will be construed to limit the City's authority to implement its Cross-Connection Program. The provisions of the order shall be binding upon the Owner, its officers, directors, agents, employees, successors, assigns, and all persons, firms, and corporations acting under, through, or on behalf of the Owner.
- (3) **Administrative Penalties:** Notwithstanding any other section of this plan, any user who is found to have violated any provision of the Cross Connection Control Plan's regulation, requirement, or permits and orders issued, may be fined using a flat rate schedule with escalation not to exceed one thousand dollars (\$1,000.00) per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation.
- (4) **Show Cause Hearing:** The City may order any Owner who causes or allows an unauthorized cross-connect or violates the City's Cross-Connection Control Program to show cause why the City should not revoke the Owner's water service or take such other enforcement action as is dictated by the facts of the case. The City shall issue such a notice for Show Cause Hearing specifying the time and place of a hearing to be held by the City. Such notice shall state the reasons why the action is to be taken and the proposed enforcement action. Such notice shall direct the Owner to show cause before the City why such action should not be taken. Following such hearing, the City may take such action as it deems appropriate. The notice of the Show Cause Hearing shall be served personally or by certified or registered mail, return receipt requested, with copies maintained by the City.

Subsequent to a Show Cause Hearing, appropriate actions may include the following:

- (5) **Consent Order:** The Consent Order is an agreement between the City and the

- Owner containing: (1) compliance schedules; (2) stipulated fines or remedial actions; and (3) signatures of the Approving Authority and Owner.
- (6) **Termination of Service:** Any Owner who violates the conditions of this manual or order, or any applicable or State and Federal law, is subject to service termination. The City shall have legal authority to immediately and effectively halt or prevent water service to the Owner where it reasonably appears to present an imminent endangerment to the health or welfare of persons, or to the public water system, or which threatens to interfere with the City of Holly Hill's Public Water System operation.
 - (7) **Judicial Remedies:** If any person knowingly contaminates the City's water system contrary to provisions of this manual, or any applicable State or Federal law, the Approving Authority, through legal counsel, may commence an action for appropriate legal and/or equitable relief, including recovery of civil penalties assessed by the City, in the appropriate court in Palm Beach County.
 - (8) **Injunctive Relief:** Whenever an Owner has violated or continues to violate the provisions of this manual, or any applicable State or Federal law, the Approving Authority through legal counsel may petition the Court for the issuance of a preliminary or permanent injunction or both (as may be appropriate) which restrains or compels the activities on the part of the Owner.
 - (9) **Civil Penalties:** The civil penalty at the rate approved as [art of the City's fees resolution, must be paid within 72 hours of receipt of written citation by the offender.
 - Unprotected cross connection involving a private water system, which is a health hazard, per day.
 - Unprotected cross connection involving a private water system, which is a non-health hazard, per day.
 - Falsifying records that are required to be submitted by this article, per violation.
 - Failing to test backflow prevention assemblies as required, per violation.
 - Failing to maintain backflow prevention assemblies as required, per violation.
 - Any other violation of this section, per violation.

6.3. Refusal of Service

The City may refuse water service to a customer in violation of the provisions of this plan, or to a customer who does not pay costs of Department emergency action to prevent backflow within sixty (60) days. Water service may be withheld until the violation is corrected, the costs paid, fines for violations of this plan are paid, and the affected premises or facilities are certified to be in compliance with all requirements stated herein.

6.4. Liability for Damages

Any person who violates any provision of this plan or any lawful rule, regulation or written order promulgated under it is liable for any damage caused by such violation to City of Holly Hill, including, but not limited to damage to the public water supply and costs of rectifying harm, and is also liable directly or indirectly for all damage to other parties. The City may undertake court actions to recover its damages, to restrain, abate or correct violations of this Article, to permit access and corrective action, and to prevent use and occupancy of any premises where a probable violation of this Article could endanger human health. The term "damages" herein shall be understood to include all those which may be recoverable in civil actions in the courts of Florida.

6.5. Actions for Non-Payment

- (a) The City may add any costs of emergency action to prevent backflow which remain unpaid after sixty (60) days to the customer's bill for services and record and enforce a lien on the property.
- (b) This article may be enforced by code, invoking all applicable provisions of City of Holly Hill Code of Ordinances and the Florida Building Code, including, but not limited to, civil violation notices, administrative hearings, court appeals, and assessment of fines and costs with further penalties for non-payment.
- (c) In addition to any civil penalty or court award of damages, any violator shall be liable for the reasonable costs and expenses incurred by the City in enforcing the provisions of this plan including, but not limited to, the labor and material costs (including overhead and fringe benefits) of emergency enforcement actions, inspections, permit fees, preparation of enforcement reports, photographs, title searches, postage, court or hearing attendance time, and other demonstrable administrative costs for enforcement and collection. All such sums shall become delinquent if not paid within thirty (30) days after receipt by the violator of the City's bill itemizing the costs incurred in enforcing the provisions of this plan, or after a hearing officer or court order becomes final (the "due date"). All such delinquent sums shall bear interest at the rate of twelve (12) percent per annum after the due date.
- (d) In lieu of the lien for unpaid civil penalties, if the violator is a water customer, the City may include the amount of any ordered civil penalty including costs and expenses in the water customer's bill for service.
- (e) Upon the rendition of a judgment or decree by any of the courts of this State, including appellate courts, against any person and in favor of the City to enforce compliance with this article or to award damages to the County, the court shall adjudge a reasonable sum as fees for the attorney acting on behalf of the City in that civil action, in addition to court costs.

7. Fees and Charges

7.1. Device Administrative Fee

Where backflow prevention assemblies must be maintained and tested, the City shall charge administrative fees, at the rate approved as part of the City's fees resolution, per backflow prevention assembly annually. The fees shall be included as part of the municipal water bill

presented to the customer.

7.2. Tester/Repair Technician Administrative Fee

When registering and/or re-registering as a certified tester or Repair Technician, the person or test company shall submit an administrative fees, at the rate approved as [art of the City's fees resolution, per person being registered.

8. Education and Awareness

8.1. Staff Training

The cross connection control program staff must have a good understanding of the program. The City of Holly Hill shall ensure their cross connection control staff receives proper in-the-field training as well as classroom education focusing on terminology, backflow prevention devices/assemblies, regulations, and hydraulic concepts. In addition, cross connection control staff will be encouraged to receive continuing education to be made aware of new backflow prevention devices/assemblies, regulation changes (i.e. plumbing code updates), new water use devices that pose cross connection concerns, etc.

8.2. Public Education

Attempts to educate the public about cross connections will be made by distributing pamphlets on common residential cross connections, visiting schools, providing onsite education of facility management and maintenance staff during routine inspections, speaking at condominium association meetings, showing videos on local access channels, or posting newspaper announcements. At a minimum a Cross Connection Control informational brochure (see appendix) shall be distributed to all water customers annually. Additionally, a Backflow Prevention Assembly Testing brochure shall be included with the initial Annual Assembly Test Notice.

8.3. Education and Orientation of City Officials

Cross connection staff shall be available upon request to provide backflow prevention education to pertinent community officials and City of Holly Hill employees.

APPENDIX A - FORMS

1. Cross-Connection Control Questionnaire
2. Cross-Connection Survey/Inspection Checklist
3. Backflow Technician Registration Form
4. Certified Backflow Prevention Assembly Field Test Report

CROSS-CONNECTION CONTROL QUESTIONNAIRE

INFORMATION FURNISHED BY:

Customer: _____ Date: _____

Account # _____

Address: _____

Phone: _____ Fax: _____

Report by: _____

Title: _____

1. Is there another source of water to your property other than the service connection to City of Holly Hill Utilities, i.e., a private well, irrigation from lake water? ☐ YES ☐ NO

2. Do you presently have or are you planning to install a pool or irrigation system which will be furnished water from City of Holly Hill Utilities? ☐ YES ☐ NO

3. Are any facilities (such as a booster pump, elevated tank, etc.) installed to increase water pressure above the supply pressure presently provided by City of Holly Hill Utilities? ☐ YES ☐ NO

4. Are toxic chemicals used in your operation? ☐ YES ☐ NO

5. Are ejectors used in your operation? ☐ YES ☐ NO

6. Is water recycled during the operation of your air conditioner or other equipment in your plant? ☐ YES ☐ NO

7. Are water supply lines submerged in tanks, vats, etc.? ☐ YES ☐ NO

Are backflow prevention devices installed in your plumbing? ☐ YES ☐ NO

Comments: (City of Holly Hill Use)

CROSS-CONNECTION SURVEY/INSPECTION CHECKLIST

Site Information:

Inspection Date: _____ Time: _____

Facility Name: _____

Contact Person: _____ Phone: _____ E-Mail: _____

Service Address: _____ City: _____ State: _____ Zip: _____

Customer Account #: _____ Water Meter Number: _____ Reading: _____

Use of Property: ☐ Commercial ☐ Industrial ☐ Multi Family (# of Units __) ☐ Single Family

Number of Buildings on Premises: _____ Number of Main Service Line Connections: _____

Number of Stories: _____ Number of Main Service Line Connections: _____

Property has Irrigation Facilities served by City Water:	☐ YES	☐ NO
Property has Irrigation Facilities served by Alternate Water Source:	☐ YES	☐ NO
Property has Irrigation Facilities served by City Water:	☐ YES	☐ NO
Property has a Fire Sprinkler System:	☐ YES	☐ NO
Property has a Fire Hydrants inside the Property Lines:	☐ YES	☐ NO
Property has a Swimming Pool or Jacuzzi Spa:	☐ YES	☐ NO
Property Requires Continuous Water Flow (Parallel Installation Required):	☐ YES	☐ NO
Property Booster Pumps to boost System Pressure:	☐ YES	☐ NO
Property has Water Recirculation Facilities (Cooling Tower):	☐ YES	☐ NO
Property has Water Expansion Tanks:	☐ YES	☐ NO
Property has Boiler Feed Facilities:	☐ YES	☐ NO
Property has Water Cooled Solar System:	☐ YES	☐ NO
Property has an Auxiliary Water Supply (Irrigation, etc):	☐ YES	☐ NO
Property has Medical Facilities:	☐ YES	☐ NO
Property has Laboratory Facilities:	☐ YES	☐ NO
Property has Photographic Development Facilities:	☐ YES	☐ NO
Property has Chemical Storage Facilities:	☐ YES	☐ NO
Property has Commercial Kitchen/Restaurant Facilities:	☐ YES	☐ NO
Property has Water Softening Facilities:	☐ YES	☐ NO
Property has Water Treatment Facilities:	☐ YES	☐ NO
Property has Sanitary Sewer Pumping Facilities:	☐ YES	☐ NO
Property has Baptismal Facilities:	☐ YES	☐ NO
Property has Ornamental Fountains:	☐ YES	☐ NO

Degree of Facility Hazard: ☐ High ☐ Low ☐ None

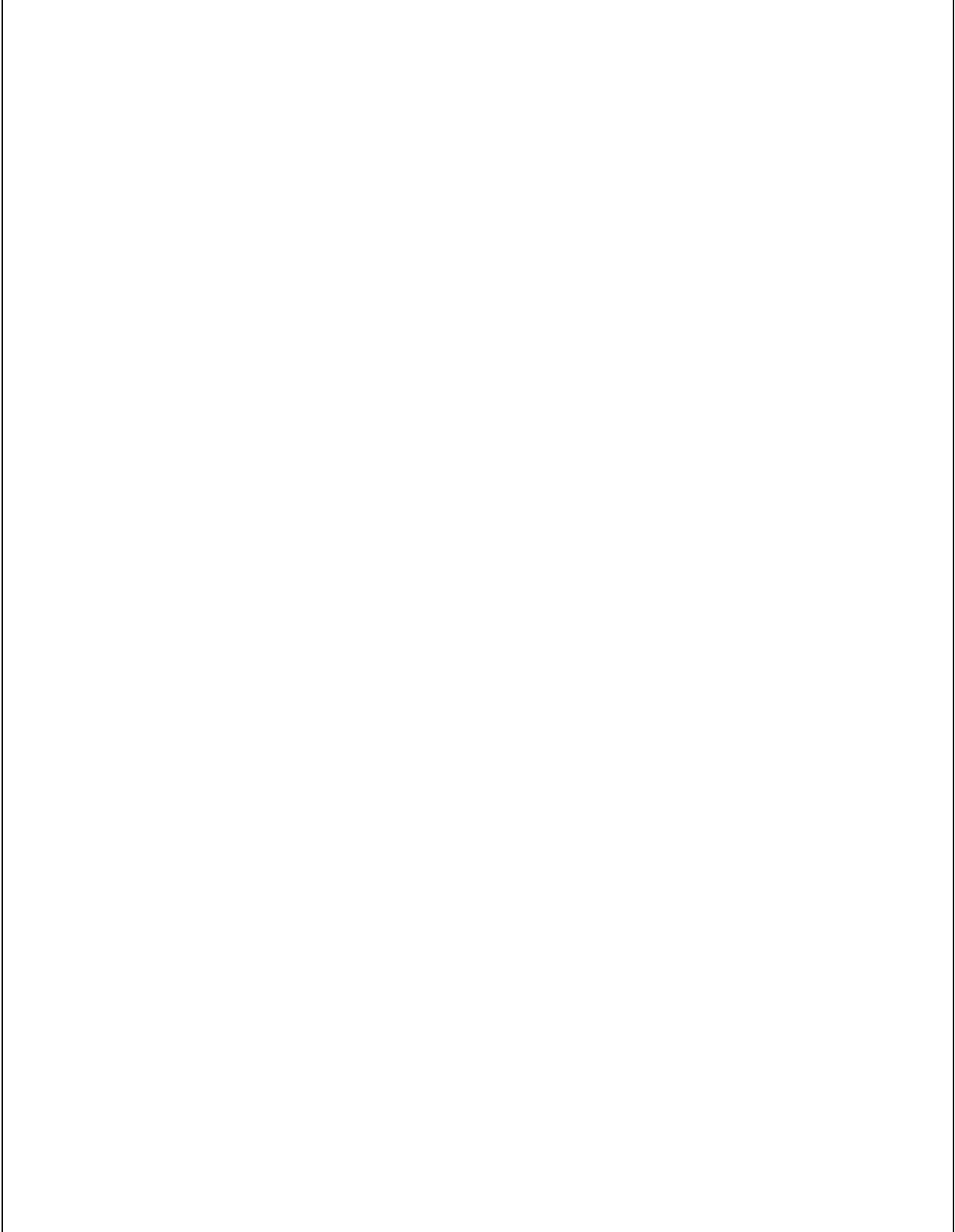
Backflow Information:

	Type	Make	Model	Size	Serial #	Approved Device	Type of Use	Points of Use Protection
1						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
2						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
3						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
4						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
5						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
6						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation
7						☐ Yes ☐ No	☐ Potable (Domestic) ☐ Fire Suppression System ☐ Fire Leak Detector Line ☐ Irrigation ☐ Alternate Water/Reclaim	☐ Containment ☐ Containment by Isolation ☐ Isolation

General Comments:

[illegible]

System Sketch:



Backflow Technician Registration Form

This form should be used to register or re-register an individual as an Installer, Backflow Tester, and/or Backflow Repair Technician with the City of Holly Hill. All registration information should go to the City of Holly Hill Public Works Department. The Public Works Department will not place a Backflow Tester's name on its list of contractors until the documentation submitted is verified as correct.

Please complete the following:

Date: _____

Name of Backflow Technician: _____

Submission is for: ☐ Installer ☐ Tester ☐ Repair Technician

Company: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-Mail: _____

You may mail, or bring in person this completed form and the required items (listed below) to:
City of Holly Hill Building Department 1065 Ridgewood Ave, Holly Hill, FL 32117

Required items to be included:

- Completed Backflow Tester Registration Form
- Business license with company's name, address, phone number and fax number
- Current/non-expired backflow training certificate
- Current/non-expired gauge calibration certificate
- Administrative recording fee of \$25.00 payable via check to the City of Holly Hill
- Signed Code of Conduct form

For licensing and registration questions, please contact the City of Holly Hill Public Building Department at (386) 248-9442.

The City of Holly Hill Building Department is tracking backflow assemblies for containment only (at the water meter or property line) to include residential irrigation which may be on the side of the building.

A list of all registered Backflow Testers and Backflow Repair Technicians is available on City of Holly Hill.

TO BE COMPLETED BY CITY OF HOLLY HILL, REGISTRATION IS GOOD FRO TWO YEARS FROM ISSUE DATE.			
City of Holly Hill Registration Number:	_____	Issue Date:	_____

Registration is good for two years from issue date.

CERTIFIED BACKFLOW PREVENTION ASSEMBLY FIELD TEST REPORT

Test Date: _____ Time: _____ This operational test: ☐ Passed ☐ Failed

Facility Name: _____ Contact Person _____

Service Address: _____ City: _____ State: _____ Zip: _____

Customer Account #: _____ Water Meter Number: _____ Reading: _____

Certified Backflow Test Company Information:

Name of Backflow Technician: _____ COHH Registration # _____

Company:

Company Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

PSID Gauge Type: _____ PSID Gauge #: _____

Backflow Information:

Approved Device	Type of Use	Point of Use Protection	Orientation	
☐ Yes	☐ Potable (Domestic)	☐ Containment	Inlet	Outlet
☐ No	☐ Fire Suppression System Fire	☐ Containment by Isolation	☐ Horizontal	☐
	☐ Leak Detector Line Irrigation	☐ Isolation	☐ Vertical Up	☐
	☐ Alternate Water/Reclaimed		☐ Vertical Down	☐

Assembly Type: ☐ Reduced Pressure
RP or RPDA ☐ Double Check
(DCVA or (DDCV) ☐ Pressure Vacuum
Breaker (PVB) ☐ Air Gap
(AG)

Make: _____ Model #: _____ Size: _____ Serial #: _____

☐ Existing Device ☐ New Device (Previous Assembly Number)

Line PSI	Initial Test Results		Repairs	Re-Test Results	
	Tightness	Differential		Tightness	Differential
Check Valve #1 (RP, DC, PVB)	☐ Leak Tight			☐ Leak Tight	
Check Valve #2 (RP, DC)	☐ Leak Tight			☐ Leak Tight	
Relief Valve (RP)					
Buffer (RP)					
Air Inlet (PVB)					
Shutoff Valve #1: ☐ Tight ☐ Leaking ☐ Replaced			Shutoff Valve #2: ☐ Tight ☐ Leaking ☐ Replaced		
Backpressure: ☐ Yes ☐ No			Test Procedure: ☐ ABPA: ☐ ASSE:		
Comments:					

I certify this test to be a true operational representation of the above assembly at the time and date of this test.

Technician's Name: _____ Technician's Signature: _____

Test Record must be maintained for a period of 10 years DEP-62-550.720(3)

Testing Company: Submit by mail test to:

City of Holly Hill Building Department, c/o Cross Connection Control Program.

1065 Ridgewood Ave

Holly Hill, FL 32117

Provide a copy to the owner.

APPENDIX C NOTICE TEMPLATES

1. Courtesy Notice of Inspection
2. Cross Connection Control Program Inspection Compliance Notice
3. Annual Backflow Test Notification
4. Annual Test Notification - 2nd Notice
5. Annual Test Notification - Final Notice
6. Notice of Required Backflow Prevention Assembly
7. Notice of Required Backflow Prevention Assembly - SECOND NOTICE
8. Discontinuance of Water Supply No Backflow Prevention Device
9. Repair of Backflow Prevention Device



CITY OF HOLLY HILL

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Courtesy Notice of Inspection

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>>

Dear Customer:

The Florida Department of Environmental Protection (FDEP) and the City of Holly Hill, Code of Ordinances, Section 70-100 through 70-108 requires all public water suppliers to maintain an on-going Cross Connection Control Program.

In order to comply with FDEP requirements and to maintain a safe drinking water supply for the residents of Holly Hill, it is required that all commercial properties have a FDEP approved backflow prevention assembly installed immediately downstream (after) the water meter and at all dedicated service connections to fire protection systems and lawn irrigation systems. It is also required that a routine inspection of all service connections be completed periodically to ensure that (1) a backflow prevention assembly exists at all service connections, (2) the existing assembly is the correct type for the application, and (3) that it is installed correctly.

This letter is to inform you that we will have an inspector in your area. The inspector will need access to the outside areas of your property where the service connection(s) are located. If there is any action required on your part in order for your facility to be in compliance with the City of Holly Hill Cross Connection Control Program, or if you are required to install a backflow prevention assembly at your service connection(s) the inspector will inform you of this while he is on-site. Please be advised that the installation, maintenance, annual test, and repair of backflow prevention assemblies are the responsibility of the property owner.

If you have any questions regarding this inspection, please contact me at (386) 248-9451 or email rbeauregard@hollyhillfl.org. The City of Holly Hill would like to thank you in advance for your cooperation and for helping us maintain the high standard of drinking water that our residents have come to expect.

Sincerely,

Cross-Connection Control Supervisor

Attachment: Cross-Connection Control Program - 2016 (1431 : Water Ordinance Changes)



CITY OF HOLLY HILL

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Cross Connection Control Program Inspection Compliance Notice

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>>

Dear Customer

The purpose of the City of Holly Hill Cross Connection Control Program, as defined in local Ordinance City of Holly Hill, Code of Ordinances, Section 70-100 through 70-108, is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

As part of this program, an inspection of your facility's internal water distribution system was completed. Inspectors reviewed your water distribution system for any piping or connections that could possibly contaminate the water distribution system.

Your facility was either found compliant and/or the necessary changes made to comply with Ordinance City of Holly Hill, Code of Ordinances, Section 70-100 through 70-108. This inspection is valid until your facility's next scheduled inspection date. You will receive future notice for your next inspection date.

If your facility has backflow prevention assemblies requiring testing, you will be receiving additional notice detailing test requirements.

If you have any questions or require additional information, please contact (386) 248-9451.
Sincerely,

Cross-Connection Control Supervisor



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Annual Backflow Test Notification

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>>

Dear Customer:

In order to continue to maintain the quality of City of Holly Hill's water supply at the highest level possible, it is time for your annual backflow preventer(s) test report.

Connected to your water system is a backflow preventer which, by the City of Holly Hill's Code of Ordinances, Section 70-100 through 70-108 is required to be tested and maintained annually by a certified tester. It should be noted that failure to comply with this requirement will eventually result in discontinuance of water service.

We are enclosing the "Test and Maintenance Report" form. A copy must be returned to us within thirty (30) days from the date of this letter. We will also accept the form from your certified tester.

The completed form can be sent to our office several ways. You may fax it to: (386) 248-9498, email it to: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org, or mailed to the address on this letterhead, Attn: "B&Z - Backflow Report". We are also enclosing a list of approved certified backflow prevention device testers located within our area.

I encourage you to have the test performed as soon as possible. If any of your backflow assemblies should need repair, the parts may take a few weeks to arrive.

If you have any questions, please contact me at (386) 248-9451.

Sincerely,

Cross-Connection Control Supervisor

Attachment: Cross-Connection Control Program - 2016 (1431 : Water Ordinance Changes)



CITY OF HOLLY HILL

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Annual Test Notification - 2nd Notice

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>>

Dear Customer;

On <<DATE>> a letter was mailed to you as notification of the required annual testing of your existing backflow prevention assembly(s) install at the above location.

Our records show that as of this date the necessary "Test and Maintenance Report" form has not been received. For assemblies to continue to operate efficiently, they must be tested yearly and serviced when required.

You are hereby given notice to comply with the testing requirements set forth in our letter. Failure to comply will eventually result in your water service being terminated.

Enclosed is a list of Certified Backflow Prevention Testers and a "Test and Maintenance Report" form. Please help us insure the accuracy of our records by having your tester complete and return either this form or their own approved form. A copy of the completed form must be received at our office via fax: (386) 248-9498, email: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org or regular mail to the address above.

A copy must be returned to the City within ten (10) business days from the date of this letter. If you have any questions, please contact me at (386) 248-9451.

Sincerely,

Cross-Connection Control Supervisor

Attachment: Cross-Connection Control Program - 2016 (1431 : Water Ordinance Changes)



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Annual Test Notification - Final Notice

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>>

Dear Customer;

On 00100100 a second letter was mailed to you as notification of the testing requirements of existing backflow prevention assembly(s) installed at the referenced address. City of Holly Hill, Code of Ordinances, Section 70-103 requires annual field testing and maintenance of your backflow prevention assembly(s). In order to insure that testing and maintenance is performed properly, we have enclosed the "Test and Maintenance Report" form, which must be completed by a certified backflow prevention tester and returned to this office by one of the following ways: fax: (386) 248-9498, email: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org or regular mail to the address listed above.

Our records indicate it is time for testing of the backflow prevention assemblies at your facility. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A listing is attached for reference.

Completed test forms are to be returned by 00/00/00. Please retain a copy of the device test results for your records. If you fail to respond to this letter, the City will arrange for the termination of your water service.

Sincerely,

Cross-Connection Control Supervisor

Attachment: Cross-Connection Control Program - 2016 (1431 : Water Ordinance Changes)



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Notice of Required Backflow Prevention Assembly

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: Backflow Prevention Device Required at <<CUSTOMER LOCATION>>

Dear Customer:

The purpose of the City of Holly Hill's Cross Connection Control Program, as defined in our Code of Ordinances, Sections 70-100 through 70-108, is to help eliminated possible contamination of the public water distribution system. There are two (2) required components of the program; (1) site inspection, and (2) testing of the backflow prevention assemblies.

A license plumber should be able to assist you with acquiring approved backflow prevention devices and permits. We suggest that the licensed plumbing installing the testable backflow device also have the State Certification to test these devices. All backflows must be tested immediately at the time of installation and that test report given to the City of Holly Hill.

Please note that if your system is not brought into compliance, tested and evidence of compliance provided to the City of Holly Hill within ten (10) business days from the date of this letter, the City of Holly Hill may discontinue water service to this address until evidence of your system's compliance has been provided.

You may fax the report to: (386) 248-9498, email it to: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org, or mail it to the address on this letterhead. We are enclosing a list of approved certified backflow prevention device testers and plumbers located within our area for your convenience.

If you have any questions, please contact me at (386) 248-9451 or by email: rbeauregard@hollyhillfl.org

Sincerely,

Cross Connection Control Supervisor



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Notice of Required Backflow Prevention Assembly - SECOND NOTICE

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: Backflow Prevention Device Required at <<CUSTOMER LOCATION>> - SECOND NOTICE

Dear Customer:

This is the second notice in this regard. A previous notice was sent on <<DATE>>.

The purpose of this inspection was to ensure compliance with City of Holly Hill's Cross Connection Control Program, as defined in the City of Holly Hill, Code of Ordinances, Section 70-100 through 70-108 relating to the prevention of contaminated hazardous backflow being released into the City of Holly Hill's water supply. At that inspection it was discovered that there is no backflow prevention assembly in place. This condition of your internal water system poses an actual or potential threat of contamination to the City of Holly Hill's potable water system.

Upon installation, the backflow prevention assembly must be tested and certified to be in compliance by a certified backflow prevention assembly tester, see attached. All costs associated with this compliance are your responsibility.

Please note that if your system is not brought into compliance, tested and evidence of compliance provided to the City of Holly Hill within ten (10) business days from the date of this letter, the City may discontinue water service to this address until evidence of your system's compliance has been provided.

Following completion of assembly installation and testing, completed test forms may either be faxed to (386) 248-9498, or e-mailed to one of the following addresses: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org, or regular mail to the address listed above.

Sincerely,

 Cross-Connection Control Supervisor



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Discontinuance of Water Supply No Backflow Prevention Device

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: <<CUSTOMER LOCATION>> I No Backflow Prevention Device on Water Meter

Dear Customer:

The purpose of the City of Holly Hill's Cross Connection Control Program, as defined in our Code of Ordinances, Sections 70- 100 through 70-108, is to help eliminate possible contamination of the public water distribution system. There are two (2) required components of the program: (1) site inspection and (2) annual testing of the backflow prevention assemblies.

We have previously sent you notices on the following dates:

<<DATE>>

<<DATE>>

We presently have no record or notification from you that corrective action has been completed. If you have already completed the requirements, please call (386) 248-9451 to schedule a compliance inspection.

You are hereby notified that in accordance with the City of Holly Hill's Code of Ordinances, Section 70-104(1), the potable water service to this site will be discontinued ten (10) businesses days from the date of this letter. Water service will not be resumed until corrective measure have been addressed.

Sincerely,

Cross-Connection Control Supervisor

Attachment: Cross-Connection Control Program - 2016 (1431 : Water Ordinance Changes)



CITY OF HOLLY HILL

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1065 Ridgewood Avenue ♥ Holly Hill, FL 32117
www.hollyhillfl.org

Repair of Backflow Prevention Device

<<DATE>>

<<CUSTOMER NAME>>

<<CUSTOMER MAILING ADDRESS>>

<<CITY>>. <<STATE>> <<ZIP>>

Re: Repair of your backflow prevention device <<CUSTOMER LOCATION>>

Dear Customer:

On <<DATE>> your backflow was tested by <<BF TESTER>>. It has been reported that your backflow assembly is failing to perform according to the manufacturer's minimum specifications.

The backflow device will need to be repaired within ten (10) business days from the date of this letter. Following completion of the repairs, an updated "Test and Maintenance Report" form must be sent to this office by fax: (386) 248-9498; emailed to: lnelson@hollyhillfl.org or rbeauregard@hollyhillfl.org or regular mail to the address above.

Sincerely,

Cross-Connection Control Supervisor

Type	Size	Make	Model	SN	Due
RPBP	3/4"	WILKINS	975XI	3260552	7/31/2016

Containment Device at Meter - <LOCATION ON PROPERTY>>



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Property Identified as 471 Ferndale Street, Parcel #37-15-33-39-06-0130 and 475 Ferndale Street, Parcel #37-15-33-39-06-0160, 8Th Street, Parcel #44-14-32-01-08-0070 by Negotiated Sale; and Waiving Any and All Bidding Requirements; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

NUMBER: (ID # 1426)
APPLICANT:
PLANNER:

DISCUSSION:

The City has identified the subject parcels as a good location for a storm water retention pond to help direct storm water into the city's storm water collection system. The City Engineer's, QLH, have review the location and agree this location will benefit the City and the surrounding area.

"QLH's initial, preliminary evaluation shows that the Ferndale pond is capable of retaining and treating approximately 40,000 cubic feet of runoff from adjacent properties which has virtually no Stormwater treatment. If this were a new development, you could treat 1" of runoff from about 11 acres. It is difficult to determine the flood attenuation treatment level without modeling but we would be comfortable in stating that the Ferndale pond would relieve local nuisance flooding with a well-designed collection system."

Purchasing this property is contingent upon a meeting with the neighbors to discuss the development of a retention pond.

FISCAL ANALYSIS:

The cost to purchase this property has been budgeted in the 2016/17 budget along with the cost to design the retention pond. Construction costs for the development of the pond will be budgeted in the 2017/18 budget year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign an agreement to purchase the property for \$30,000.00 inclusive of all three parcels.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant

properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

Approve Resolution 2016-R-42, authorizing the City Manager to execute an agreement for purchase of the property.

ATTACHMENTS:

- 471 & 475 Ferndale Purchase Agreement (PDF)

Resolution No. (ID # 1426)

RESOLUTION 2016-R-42 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF PROPERTY IDENTIFIED AS 471 FERNDALE STREET, PARCEL #37-15-33-39-06-0130 AND 475 FERNDALE STREET, PARCEL #37-15-33-39-06-0160, 8TH STREET, PARCEL #44-14-32-01-08-0070 BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2016-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF PROPERTY IDENTIFIED AS 471 FERNDALE ST, PARCEL # 37-15-33-39-06-0130, 475 FERNDALE ST, PARCEL # 37-15-33-39-06-0160, 8TH STREET, PARCEL # 44-14-32-01-08-0070. BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Malkit S. Salh owns the properties located at 471 Ferndale St., Parcel # 37-15-33-39-06-0130, 475 Ferndale St., Parcel # 37-15-33-39-06-0160, 8th Street, Parcel # 44-14-32-01-08-0070; and

WHEREAS, the City has identified the Subject Property as a site for a Stormwater Retention Pond; and

WHEREAS, the City Commission believes it is in the best interest of the City to purchase the Subject Property through negotiated sale under these circumstances.

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

SECTION 1. The City Commission hereby approves purchasing the real property located at 471 Ferndale St, Parcel # 37-15-33-39-06-0130, 475 Ferndale St, Parcel # 37-15-33-39-06-0160, 8th Street, Parcel # 44-14-32-01-08-0070, by negotiated sale price, and authorizes the City Manager to negotiate and execute a purchase and sale agreement.

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 12th day of SEPTEMBER, 2016.



Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

PARTIES AND DESCRIPTION OF PROPERTY

1
2* **1. SALE AND PURCHASE:** _____ MALKIT S. SAHL ("Seller")
3* and _____ CITY OF HOLLY HILL ("Buyer")
4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
5* Address: _____
6* Legal Description:
7* SEE ATTACHED EXHIBIT A
8* _____
9* _____
10* _____
11* _____
12* including all improvements and the following additional property:
13* N/A VACANT LAND
14* _____

PRICE AND FINANCING

15
16* **2. PURCHASE PRICE:** \$ 30,000.00 payable by Buyer in U.S. funds as follows:
17* (a) \$ _____ Deposit received (checks are subject to clearance) _____ by
18* _____ for _____ ("Escrow Agent")
19* Signature Name of Company
20* (b) \$ _____ Additional deposit to be made by _____ or _____ days from
21* Effective Date.
22* (c) _____ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
23* (d) \$ _____ Other: _____
24* (e) \$ 30,000.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
25* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.
26* ☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
27* used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____)
28* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
29* total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
30* 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:
31* _____

32* **3. CASH/FINANCING:** (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.
33* ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
34* "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
35* occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
36* and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
37* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
38* Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
39* Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
40* Buyer will pay all loan expenses, including the lender's title insurance policy.

41* ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
42* _____% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
43* informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
44* such information to Seller and Broker.

45* ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
46* amount of \$ _____, bearing annual interest at _____% and payable as follows:
47* _____

48* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
49* accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

50* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before December 16, 2016, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for STORMWATER RETENTION POND use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as _____: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: **(a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) All other disputes: **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
326* copy delivered to Buyer no later than 12:00 ☐ a.m. ☒ p.m. on August 31, 2016, this offer will be
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
331* Print name: _____

332* Phone: _____ Address: _____

333* Fax: _____

334* Date: 8-17-2016 Seller: M.S. Soech Tax ID/SSN: 592-23-2910
335* Print name: MARKIT-SALH

336* Date: _____ Seller: _____ Tax ID/SSN: _____
337* Print name: _____

338* Phone: _____ Address: _____

339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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City of Holly Hill
EXHIBIT "A"

Seller:
Malkit S. Salh
474 Leeway Trail
Ormond Beach, Fl. 32174

Parcel 1

Short Parcel ID 5337-39-06-0130

Full Parcel ID 37-15-33-39-06-0130

LOTS 13 14 & 15 BLK F SHERVILLE PARK HOLLY HILL PLAT 2 PER OR 4023 PGS 0747-0748 PER
OR 5772 PG 3802 PER OR 6770 PG 4654

Parcel 2

Short Parcel ID 5337-39-06-0160

Full Parcel ID 37-15-33-39-06-0160

LOTS 16 & 17 BLK F SHERVILLE PARK HOLLY HILL PLAT 2 PER OR 4023 PGS 0747-0752 INC PER
OR 5772 PG 3802 PER OR 6770 PG 4654

Parcel 3

Short Parcel ID 4244-01-08-0070

Full Parcel ID 44-14-32-01-08-0070

E 230 FT OF W 340 FT OF N 125 FT N OF 8TH ST LOT 7 BLK 8 M& C HOLLY HILL PER OR 4555 PG
4367 PER OR 5322 PGS 0489-0491 INC PER OR 5322 PG 0492 PER OR 6770 PG 4654



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

**City Commission
Resolution**

MEETING DATE: September 12, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-43 A Resolution of the City of Holly Hill, Florida, Ratifying an Agreement with the N.A.G.E. Bargaining Unit Members Expiring on September 30, 2018; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1185)
APPLICANT:
PLANNER:

DISCUSSION: City Management and representatives from the N.A.G.E. Bargaining Unit have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the Agreement. Included in the agenda item is a strike through and underline version of the changes as well as a final version of the Agreement.

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, AFFILIATED WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION

581 Joseph E. Boone Boulevard, N.W., Atlanta, Georgia 30314

Contract Vote City of Holly Hill local unit #5-025

Date 08-26-16 **Contract Passed**

Vote Witnesses Joseph R Acuff (N.A.G.E. REP)

Chuck Glover (Union Steward)

FISCAL ANALYSIS:

Effective upon the ratification of this agreement, Bargaining Unit Members shall receive a onetime lump sum payment of \$600.00 payable on the September 29, 2016 paycheck. Effective October 1, 2016, Bargaining Unit Members shall receive a 5% increase to their hourly wage. Effective October 1, 2017, Bargaining Unit Members shall receive a 2.5% increase to their hourly wage. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the first full pay period in each of the same years equal to the above percentage increase multiplied by their annual salary of each respective year.

STAFF RECOMMENDATION:

Ratify the attached N.A.G.E. Bargaining Unit Agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION: To approve and ratify the N.A.G.E. Bargaining Unit Agreement and authorize the Mayor and City Manager to execute the Agreement. To approve as submitted.

ATTACHMENTS:

- NAGE Proposal 2016 (1a) Highlighted - September 12, 2016 (PDF)
- NAGE Proposal 2016 FINAL September 12, 2016 (PDF)

Resolution No. (ID # 1185)**RESOLUTION 2016-R-43 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING AN AGREEMENT WITH THE N.A.G.E. BARGAINING UNIT MEMBERS EXPIRING ON SEPTEMBER 30, 2018; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2016-R-43**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING AN AGREEMENT WITH THE N.A.G.E BARGAINING UNIT MEMBERS EXPIRING ON SEPTEMBER 30, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between Management of the City of Holly Hill and representatives from the N.A.G.E. Bargaining Unit Members have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on September 29, 2016, Management was advised that the members of the N.A.G.E. voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the N.A.G.E. Bargaining Unit Members, effective September 12, 2016 and expiring on September 30, 2018.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by a 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 this 12th day of September, 2016.

**L.I.U.N.A. National Association of Government
Employees (NAGE) CONTRACT**

AND

CITY OF HOLLY HILL

**October 1, 2014 – September 13, 2016 –
September 30, 20152018**

Ratified by City Commission: October 10, 201409/13/2016

Attachment: NAGE Proposal 2016 (1a) Highlighted - September 12, 2016 (1185 : N.A.G.E. Bargaining Unit Agreement)

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AGREEMENT

THIS AGREEMENT is effective ~~October 1,~~ September 13, 2016 ~~2014—2016~~—and will terminate September 30, ~~2015~~2018, by and among the City of Holly Hill, hereinafter referred to as the “City”, and ~~LIUNA~~NAGE, Public ~~Employee~~Bargaining Unit Members, Local ~~678~~5-025, hereinafter referred to as "Union".

PREAMBLE

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

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

ARTICLE 1

UNION RECOGNITION

1.1 ~~1.1~~ The City of Holly Hill recognizes the

Union as the exclusive collective bargaining representative for all

INCLUDED: non-sworn employees of the City of Holly Hill in the following positions: accounting clerk I,II,III; code enforcement/animal control officer, custodian, customer service clerk I,II,III, equipment operator/maintenance worker; evienece/property technician; field service worker; inspections officer; lead equipment operator/maintenance worker; licensing/permit and zoning technician; mechanic; police service clerk; senior mechanic; sludge belt press operator; staff assistant; utilities mechanic; waste water plant operator I,II; water distribution system operator; and water plant operator I,II, III.

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

workers in the laborer, maintenance, service, trades, and clerical classifications of the City of Holly Hill; excluding elected officials; excluding state-certified employees of the Police and Fire Departments; excluding professional, supervisory, managerial, and confidential employees of the City and specifically excludes; City Manager, City Clerk, Administrative Services Director, Chief Building Official, Public Works Director, Superintendent of Operations, Administrative Assistant, Chief Wastewater Plant Operator, Chief Water Plant Operator, Fleet Supervisor, Customer Service

~~Supervisor, Human Resources Manager, Assistant Finance Director, CRA~~

~~Coordinator, Information Technology Manager, for collective bargaining with respect~~

~~to rates of pay, wages, and hours of employment.~~

1.2 There shall be no discrimination against any worker namely by reason of race, national origin, religion, color, creed, sex, or disability or Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of ~~employee~~Bargaining Unit Members' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or disability.

ARTICLE 2

UNION SECURITY AND CHECK-OFF

2.1 Upon receipt of a written authorization from an ~~employee~~Bargaining Unit Member covered by this

Agreement, the City will deduct from the ~~employee~~Bargaining Unit Member's pay the amount owed to the Union

by such ~~employee~~Bargaining Unit Member for Union dues. It is understood that this provision will provide for

twenty-four 24 deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

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

ARTICLE 3

UNION REPRESENTATIVES

- 3.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union representatives and members shall be able to talk with ~~Bargaining Unit Member~~employeeBargaining Unit Members before or after regular working hours, during lunch breaks, and morning/afternoon breaks about Union business. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, Union meeting, or other activities of the Union on City time.
- 3.2 The Union Stewards/~~Executive Board members~~ shall be appointed as per Article IV, Section 4, ~~E34.2, where it~~ reads “The Business Manager shall have the authority to appoint and supervise Stewards”, of the Uniform Local Union Constitution.
- 3.3 A complete list of accredited representatives shall be furnished to the City annually and any changes of these shall be promptly reported in writing to the City Manager.

ARTICLE 4

UNION ~~STEWARDS~~ Executive Board RECOGNITION

4.1 It is understood and agreed that an ~~Bargaining Unit Member~~ employee ~~Bargaining Unit Member~~ functioning as a Union

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

to return immediately to their productive City work.

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

4.3 The Chief Steward/ Union President will be selected from one of the existing ~~steward-Bargaining Unit Members~~ allocations.

Union Stewards/ Executive Board members are subject to all City Public Employer Rules and Regulations pertaining to the conduct of city ~~employee~~ Bargaining Unit Members.

4.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall compensate the Representative of the Union and ~~Bargaining Unit Member~~ employee ~~Bargaining Unit Members in the bargaining unit~~ for time spent in meetings or conferences held in connection with the negotiations of an agreement or

meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral party unless the negotiations are mutually agreed to by both parties to hold meetings on City time. The Union President ~~Chief Steward~~ or his/her designee shall be paid for all investigations, meetings and hearings of all grievances.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and present it to the Department Head or his or her designee. The Department Head or his or her

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6

MANAGEMENT RIGHTS

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

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

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

6.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of the City of Holly Hill. Any of the rights, powers, and authority the City had prior to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. Both parties agree to comply with State statute as regards notification of changes to conditions of employment.

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

ARTICLE 7

DISCIPLINE AND DISCHARGE

- 7.1 No permanent ~~Bargaining Unit Member~~ ~~employee~~ Bargaining Unit Member shall be disciplined or discharged except for just cause, and in no event until he or she has been furnished with a written statement of charges and the reasons for such action. In any proceedings the ~~Bargaining Unit Member~~ ~~employee~~ Bargaining Unit Member shall have 10 working days to prepare a defense against the charges preferred and shall have the right to retain counsel and shall be afforded due process. Disciplinary action shall be impartially and consistently administered.
- 7.2 Disciplinary action by the City shall be taken against an ~~employee~~ Bargaining Unit Member within ten (10) working days of the occurrence of the act or omission giving rise to the disciplinary action. The ten (10) working day period shall commence from the time that the supervisor knew of the act or omission. A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.
- 7.3 No documentation for progressive discipline shall be placed in an ~~employee~~ Bargaining Unit Member's

personnel file without said employeeBargaining Unit Member initialing and dating said document prior to placing

it in said employeeBargaining Unit Member personnel file or witnessed that employeeBargaining Unit Member refused to sign.

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

7.5 Once an employeeBargaining Unit Member has had ~~three-two~~ (32) years without a disciplinary action, records of prior disciplinary actions shall not be used in progressive discipline.

Annual evaluations of employeeBargaining Unit Members will be completed within thirty (30) days of each employeeBargaining Unit Member's anniversary date.

7.6 EmployeeBargaining Unit Members that are requested to meet their supervisor or other city officials will

be advised if the meeting is an investigation that could lead to discipline or for disciplinary action, allowing the employeeBargaining Unit Member an opportunity to request a union representative to be present. (Per: Weingarten Act 420, U.S. 251).

ARTICLE 8

SENIORITY

8.1 Seniority is understood to mean an ~~employee~~Bargaining Unit Member's most recent date of continuous

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

8.2 For these purposes only, in regard to overtime, vacation, classification, work schedules, seniority will be defined as the length of employment with the Department. If an ~~an~~ ~~employee~~Bargaining Unit Member transferred from one department to another, he or she will carry with him or her the seniority that he or she has already acquired.

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

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

grievance provisions of this agreement. City ~~employee~~Bargaining Unit Members promoted will serve a probationary period for the first six (6) months of service with the City.

8.5 If an ~~an~~ ~~employee~~Bargaining Unit Member's performance or work behavior is found to be unsatisfactory

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

8.6 ~~Employee~~Bargaining Unit Members shall lose all their seniority as a result of any type of termination as

identified in Section 5, Termination of Employment of the Personnel Rules and Regulations, August, 2007.

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

8.8 ~~Employee~~Bargaining Unit Members being laid off or demoted shall be eligible for ~~recall~~recall in accordance

with the following procedure.

- A. An employeeBargaining Unit Member subject to layoff shall have the right to bump a less senior employeeBargaining Unit Member in his division, or in a position which he previously held with the City, provided the bumping employeeBargaining Unit Member's skills, qualifications, and work performance are at least equal to the less senior employeeBargaining Unit Member.
- B. The most senior laid off employeeBargaining Unit Member shall be offered recall to a job in the employeeBargaining Unit Member's classification provided that previous performance and attendance are acceptable by the City. Seniority will be the determining factor in the event of equal qualifications.
- C. Notification of recall shall be sent to a laid off employeeBargaining Unit Member by certified mail to the address last known to the City. Recall rights shall remain in full effect for 18 months.
- D. Should a laid off employeeBargaining Unit Member refuse one (1) job opportunity of equal or greater class offered by the City, his/her name shall be removed from the recall register.
- E. After notification is received by the laid off employeeBargaining Unit Member, the employeeBargaining Unit Member must report to the City's Human Resources Department within five (5) working days or the employeeBargaining Unit Member shall forfeit all rights to be recalled by the City.

8.9 Employee Bargaining Unit Members who are scheduled to be laid off shall receive no less than ten (10)

working days notice or in the alternative, ten days pay.

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

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

8.11 If a reduction in force occurs, affected employee Bargaining Unit Members will receive two-weeks of severance pay at their current hourly base rate of pay. In addition, the City will pay the single coverage monthly premium for the following month after the date of lay-off. Thereafter, the provisions regarding COBRA under the American Recovery and Reinvestment Act of 2009 will apply.

ARTICLE 9

PROMOTIONAL VACANCIES

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

9.2 Any ~~employee~~Bargaining Unit Member of the City who has completed his or her probationary period who

is interested in filling the vacancy, must complete an employment application to be considered for the position in accordance with the posted notice for such position.

Qualifications of the ~~employee~~Bargaining Unit Member shall be the determining factor in filling vacancies, however, when qualifications are equal, seniority will prevail. The procedure for appointment shall be in accordance with the Rules & Regulations City of Holly Hill.

ARTICLE 10VOTING

~~10.1 During a primary or general election an employee~~Bargaining Unit Member ~~who is registered to vote whose~~

~~hours of work do not allow sufficient time for voting shall be allowed up to (2) two hours off with pay for this purpose. When the polls are open two hours before or two hours after the regular scheduled work period it shall be considered sufficient time for voting.~~

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

ARTICLE 11WORKING OUT OF CLASSIFICATION

11.1 An employeeBargaining Unit Member who works out of his or her classification for three (3) or more consecutive working days in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment. The employeeBargaining Unit Member must assume the duties of the higher classification during the period of the assignment to be eligible for this increase. Under no circumstances shall an employeeBargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification.

ARTICLE 12

HOURS OF WORK AND OVERTIME

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

12.2 For overtime calculations work performed shall not include sick leave or leave designated as workers comp leave. Birthday Leave and Personal Leave and Personal Leave Special shall be considered as hours worked for the purpose of calculating overtime provided the ~~employee~~Bargaining Unit Member seeks and obtains approval for said leave in accordance with the provisions of Article 13, section 4 of this agreement. Vacation leave, safety day, bereavement leave, compensatory time used, holiday, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

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

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

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

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

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

12.8 Every full time employeeBargaining Unit Member is entitled to one fifteen (15) minute break before lunch and one fifteen (15) minute break after lunch and at least a thirty

(30) minute unpaid lunch break per day may be taken. Break time shall not be used to postpone the starting time for work, extend lunch break or accelerate the quitting time.

Employee Bargaining Unit Members are not allowed to combine the break times to create a thirty (30) minute break. Unused break time does not accrue. The supervisor will schedule all breaks. In an emergency Article 12.8 is suspended.

12.9 Non-exempt employee Bargaining Unit Members (employee Bargaining Unit Members eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of ~~48~~forty 40 hours. The employee Bargaining Unit Member must provide the City with an advanced 3-day (three day) notice prior to the commencement of the leave.

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

ARTICLE 13VACATION

13.1 ~~Employee~~Bargaining Unit Members will accrue vacation hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. A newly hired ~~employee~~Bargaining Unit Member will be allowed to use vacation time upon completion of their probationary period. Use of the time accrued is governed by the City Personnel Rules and Regulations, dated August, 2007.~~August, 2007.~~

13.2 ~~Employee~~Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule.

<u>YEARS</u> <u>OF SERVICE</u>	<u>VACATION</u> DAYS <u>TIME</u>
<u>EARNED</u>	
0 - 4	<u>10 days</u> 80 hours per year
5 - 9	<u>13 days</u> 104 hours per year

10 - 14	15 days 120 hours per year
15 - 19	18 days 144 hours per year
20 - 24	23 days 184 hours per year
25 - 29	25 days 200 hours per year
Over 29	27 days 216 hours per year

13.3 A senior ~~employee~~Bargaining Unit Member is not entitled to “bumping” a less senior ~~employee~~Bargaining Unit Member if a

vacation request has been received and approved by the Supervisor or Department Head in advance of a request submitted by the senior ~~employee~~Bargaining Unit Member.

13.4 The use of vacation, birthday, safety day, personal leave day and compensatory time must be scheduled ahead of time. An ~~employee~~Bargaining Unit Member must provide a 3-day advance notice to request the use of vacation leave, birthday, safety, personal day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

ARTICLE 14

HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for bargaining unit ~~employee~~Bargaining Unit Members:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

One floating holiday designated by the City Commission

14.2 Should an ~~employee~~Bargaining Unit Member as part of the basic work week be required to work on any

of the paid City scheduled holidays, or for shift operators on the actual holiday, he or she shall receive ~~time-one~~ and one half for all hours worked plus holiday pay at straight time.

14.3 A unit ~~employee~~Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be

granted to each unit ~~employee~~Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays.

ARTICLE 15

SICK LEAVE

15.1 ~~Employee~~Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of one day per month of service, cumulative to ~~ninety (90) days~~720

Seven Hundred and Twenty Hours. Bargaining Unit Members shall follow the guidelines of the City of Holly Hill, Personnel Rules and Regulations, Section 7, paragraph 7.2.

Sick Leave Abuse is defined below by one or more of the criteria listed:

- ~~An employee being absent due to an illness of more than three consecutive days and fails to provide documentation from a physician covering the days of absence.~~
- ~~The taking of sick leave as soon as it is earned.~~
- ~~By repeated absences the day before or the day after a holiday or the employee's scheduled day off.~~
- ~~When an employee has used more than five (5) unscheduled sick leave days during the employee's anniversary year.~~
- ~~Where an employee requested and was denied vacation leave and thereafter takes sick leave on the day, or days in question.~~

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

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

1. Resignation or non-disciplinary termination at 15 years or more of continuous service - 50%.
2. Upon recognized FRS retirement, Social Security age eligibility and

application for SSI Benefits and/or death - 100%.

15.4 Work related injuries or family medical leave shall not prevent a Bargaining Unit Member from participating in the Sick Leave Sell Back Program (S.L.S.B.P.) If a Bargaining Unit Member does not use sick leave, he/she may “sell back” up to 40 hours of sick leave in accordance with the following schedule:

<u>Sick Leave Hours Used</u>	<u>Number of Hours eligible</u>	<u>Sell Back Rate</u>
<u>0</u>	<u>40</u>	<u>50%</u>
<u>0-8</u>	<u>32</u>	<u>50%</u>
<u>8-16</u>	<u>24</u>	<u>100%</u>
<u>24</u>	<u>16</u>	<u>100%</u>
<u>32</u>	<u>8</u>	<u>100%</u>
<u>40+</u>	<u>0</u>	<u>Ineligible</u>

2- A Bargaining Unit Member must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B..P. Bargaining Unit Members must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of Sick Leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.. Requests for selling back hours of Sick Leave, according to the above schedule, must be submitted to the Human Resources Manager between October 1st and October 15th of each eligible year. Sick Leave Sell Back Program checks will be issued with the second pay check in the month of November.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 In the event of death in the immediate family of an ~~employee~~Bargaining Unit Member, the ~~employee~~Bargaining Unit Member shall

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

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

16.3 The City may require a death notice for authorization.

Additionally, should a member of an employeeBargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, an employeeBargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the employeeBargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or

memorial service will require the use of other accrued leave (vacation, sick -leave, etc.).

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

ARTICLE 17HEALTH INSURANCE

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

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

17.2 The City agrees to maintain a term life insurance policy for each ~~employee~~Bargaining Unit Member

covered by this Agreement equal to one (1) year base salary up to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 18

SAFETY AND HEALTH

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

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

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

18.4 Safety Day Leave. All eligible ~~employee~~Bargaining Unit Members shall receive one (1) additional day of leave (to be termed a Safety Day); provided the ~~employee~~Bargaining Unit Member has experienced no work related injury in the previous calendar year as a result of any job related accident. No loss time for this purpose is defined as one 8-hour day or greater as a result of the job related injury.

ARTICLE 19

JURY DUTY

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

ARTICLE 20

PROHIBITION OF STRIKES

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

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

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

20.4 Union Response: The Union agrees that in any event of any strike, work stoppage,

unauthorized picketing, or interference with the operation of the City, a responsible Official of the Union shall promptly and publicly disavow such strike and work stoppage and order the ~~employee~~Bargaining Unit Members engaged in such activity to return to work.

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

ARTICLE 21

UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

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

21.2 The City shall pay a tool allowance to automotive mechanics. ~~Employee~~Bargaining Unit Members will supply

their own tools in accordance with the following schedule:

\$200.00 annually for fiscal years ~~2012-2013, and 2013-1014~~ 2015 and \$225.00 for the and fiscals years 2016 and 2017 payable in the month of October.

21.3 The City shall pay all non-uniformed Bargaining Unit ~~Employee~~Bargaining Unit Members, an annual clothing

allowance, payable the first quarter of each year in advance, in accordance with the following:

\$200.00 annually for the duration of this contract

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

The City provides 7 shirts, for which the ~~employee~~Bargaining Unit Member is responsible for laundering, and a \$100.00 annual clothing allowance.

Positions to be deemed “office based” shall be at the sole discretion of the City.

21.4 The clothing and tool allowance are subject to all applicable Internal Revenue Service rules and regulations.

ARTICLE 22

BULLETIN BOARDS

- 22.1 The Union shall be authorized partial use of suitable bulletin boards at mutually agreed upon locations by the Union and the City ~~designated by the City~~. The Union may, at its own expense provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.
- 22.2 Material posted on bulletin boards designated for use by the Union shall pertain only to Union business and activities. No derogatory statements or material negative to the City's position will be posted on the bulletin boards.
- 22.3 The City and the Union will have exclusive use of bulletin boards and no other party will be permitted to post material without the City and Union agreeing to said posting.
- 22.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in an orderly fashion.

ARTICLE 23SPECIAL MEETINGS

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

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

ARTICLE 24SEVERABILITY

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

ARTICLE 25

FAMILY MEDICAL LEAVE/ MILITARY LEAVE

~~25.1 — The City agrees to abide by the Family Medical Leave Act and any and all provisions enacted under this federal law and the policy guidelines as set forth in the Personnel Rules and Regulations, dated, August 2007. In general, FMLA entitles qualified employeeBargaining Unit Members to up to 12 weeks of unpaid leave per year for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition. An eligible employeeBargaining Unit Member who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. Service member is defined as “spouse, son, daughter or parent of the employeeBargaining Unit Member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation”. Per year is defined as a “rolling” 12 month period measured backward from the date an employeeBargaining Unit Member uses any FMLA leave.~~

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

MILITARY LEAVE

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

ARTICLE 26

TRAINING

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

The City will reimburse ~~employee~~Bargaining Unit Members required to attend seminars, workshops or classes to improve their job skills needed to perform their job responsibilities in accordance to Section 8.3 of the Training and Travel Expense of the Personnel Rules and Regulations, dated August, 2007. ~~August, 2007.~~

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

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

ARTICLE 27

WAGES

27.1 Effective upon the ratification of this agreement, Bargaining Unit Members shall receive a onetime lump sum payment of \$600.00 payable on the September 29, 2016 paycheck. Effective October 1, 2016, Bargaining Unit Members shall receive a 5% increase to their hourly wage. Effective October 1, 2017, Bargaining Unit Members shall receive a 2.5% increase to their hourly wage. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the first full pay period in each of the same years equal to the above percentage increase multiplied by their annual salary of each respective year.

~~Effective the first full pay period following the ratification of this agreement, Bargaining Unit Members shall receive a 3% increase to their hourly salary. Bargaining Unit Members shall receive a 2% increase to their hourly wage for the fiscal year beginning October 1, 2016. Bargaining Unit members shall receive a 2.5% increase to their hourly salary for the fiscal year beginning October 1, 2017. wgae~~

~~Effective October 1, 2014, the City and the Union agree to classify positions in accordance with the current Step Pay Plan (attached). EmployeeBargaining Unit Members shall remain at the current pay grade and step and will not advance to the next step for the duration of the contract unless the pay increase moves them to the next step. The pay plan will maintain two and one half percent (2.5%) between steps in each pay grade. The City and the Union agree to a 2% pay increase effective October 1, 2014. This pay increase is applicable for this fiscal year 2014-15 only and is not applicable to future years. All future pay adjustments, if any, must be negotiated and agreed upon by the Union and the City. EmployeeBargaining~~

~~Unit Members will remain in their current step unless the pay increase for the fiscal year 2014-15 provided in this Article moves them to the next step.~~

~~27.2 This Agreement shall remain in effect for a one (1) year period beginning October 1, 2014 and continue through September 30, 2015. Either party must notify the other party by written notice no later than February 1, 2015 to renegotiate for the proceeding contract period, In the event that no such notice is timely given, negotiations shall begin no later than March 1, 2015.~~

~~27.3 For the fiscal year 2014-15 only, The City will grant one, 8 hour day off, titled Personal Leave, credited to each employeeBargaining Unit Member's leave account on October 1, 2014. This Personal Leave Day must be used by September 30th of the following year or it will be forfeited. Personal Leave may be taken on a day at the choosing of the employeeBargaining Unit Member, provided the day selected does not conflict with the operation of the department, and shall be approved by the department head as any other day of leave. This Personal Leave Day can only be used in a full 8 hour increment and cannot be used hour for hour.~~

CITY OF HOLLY HILL
 2012-2013 CLASSIFICATION PLAN
 EFFECTIVE during this contract period ~~0-OCTOBER 1, 2014~~
~~L.I.U.N.A.~~ NAGE PERSONNEL

PAY GRADE	POSITION TITLE	SALARY RANGE	
		MIN	MAX
3	Custodian	\$19,308	\$30,867
4		\$19,779	\$31,620
5	Accounting Clerk I Customer Service Clerk I Equipment Operator/Maintenance Worker Police Service Clerk	\$21,287	\$34,030

	Sludge Belt Press Operator		
	Wastewater Treatment Plant Operator (TR)		
	Water Treatment Plant Operator (TR)		
6	Customer Service Clerk II	\$22,351	\$35,731
	Equipment Operator/Maintenance Worker I		
	Field Service Worker		
	Staff Assistant		
7	Accounting Clerk II	\$23,468	\$37,516
	Inventory Clerk		
8	Heavy Equipment Operator	\$24,641	\$39,393
	Mechanic		
	Customer Service Clerk III		
	Small Engine Mechanic		
9	Accounting Clerk III	\$25,873	\$41,362
	Code Enforcement/Animal Control Officer		
	Evidence/Property Technician		
	Utilities Maintenance Worker		
	Water Distribution System Operator		
	Customer Service Clerk IV		
10	Tradesworker	\$27,166	\$43,428
	Senior Mechanic		
	Wastewater Treatment Plant Operator I		
	Water Treatment Plant Operator I		
11	<u>Inspections Officer</u>	\$28,524	\$45,599
	<u>Licensing/Permit & Zoning Technician</u>		
12	Wastewater Treatment Plant Operator II	\$29,950	\$47,879
	Water Treatment Plant Operator II		
13	Wastewater Treatment Plant Operator III	\$31,446	\$50,272
	Water Treatment Plant Operator III		

ARTICLE 28PERSONNEL RULES AND REGULATIONS

28.1 The City's Personnel Rules and Regulations, dated August, 2007 ~~August, 2007~~, except as provided below, and further, except to the extent inconsistent with the agreement, are hereby incorporated by reference and made a part of this agreement.

28.2 To the extent the City's Personnel Rules and Regulations, dated August, 2007 ~~August, 2007~~, pertain to discipline and discharge, the propriety of discipline or discharge and the degree of discipline (including discharge) is controlled by this agreement. In addition, nothing in the City's Personnel Rules and Regulations shall operate to waive the Union's right to bargain collectively.

ARTICLE 29RETIREMENT BENEFITS

29.1 All current benefits pertaining to retirement shall remain in full force and effect and
in accordance with any changes as provided by the Florida Retirement System.

ARTICLE 30ENTIRE AGREEMENT

30.1 This agreement shall remain in effect for ~~a one (1) year~~ period beginning ~~October 1,~~
~~2014~~ September 13, 2016 and continue through September 30, ~~2015~~2018.

ARTICLE 31

CHANGES OR AMENDMENTS

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

FOR: ~~LIUNANAGE~~, Public ~~Employee~~Bargaining Unit Members,
 FOR: City of Holly Hill, Florida:
 Local ~~#678~~ [REDACTED]

~~Ben Basora~~Vince Champion, Business Manager ~~Roy Johnson~~John Penny,
 Mayor

~~John Creveling~~
~~Wage Severson~~ Union President ~~Chief Steward~~ Kurt Swartzlander,
 Interim Joseph Forte City Manager

~~James Kenney~~, LIUNA Team Member
 Manager ~~Sandy Fenwick~~Diane Cole, Hum. Res.

Date Ratified: ~~October 10, 2014~~09/13/2016

**National Association of Government Employees
(NAGE) CONTRACT**

AND

CITY OF HOLLY HILL

September 13, 2016 – September 30, 2018

Ratified by City Commission: 9/13/2016

Attachment: NAGE Proposal 2016 FINAL September 12, 2016 (1185 : N.A.G.E. Bargaining Unit Agreement)

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AGREEMENT

THIS AGREEMENT is effective September 13, 2016 and will terminate September 30, 2018, by and among the City of Holly Hill, hereinafter referred to as the "City", and NAGE, Public Bargaining Unit Members, Local 5-025, hereinafter referred to as "Union".

PREAMBLE

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

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

ARTICLE 1

UNION RECOGNITION

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

INCLUDED: non-sworn employees of the City of Holly Hill in the following positions: accounting clerk I,II,III; code enforcement/animal control officer, custodian, customer service clerk I,II,III, equipment operator/maintenance worker; evidence/property technician; field service worker; inspections officer; lead equipment operator/maintenance worker; licensing/permit and zoning technician; mechanic; police service clerk; senior mechanic; sludge belt press operator; staff assistant; utilities mechanic; waste water plant operator I,II; water distribution system operator; and water plant operator I,II, III.

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

1.2 There shall be no discrimination against any worker namely by reason of race, national origin, religion, color, creed, sex, or disability or Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of Bargaining Unit Members' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or disability.

ARTICLE 2

UNION SECURITY AND CHECK-OFF

2.1 Upon receipt of a written authorization from an Bargaining Unit Member covered by this

Agreement, the City will deduct from the Bargaining Unit Member's pay the amount owed to the Union

by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for

twenty-four 24 deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

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

ARTICLE 3

UNION REPRESENTATIVES

- 3.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union representatives and members shall be able to talk with Bargaining Unit Member before or after regular working hours, during lunch breaks, and morning/afternoon breaks about Union business. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, Union meeting, or other activities of the Union on City time.
- 3.2 The Union Stewards/Executive Board members shall be appointed as per Article IV, Section 4, 4.2
- 3.3 A complete list of accredited representatives shall be furnished to the City annually and any changes of these shall be promptly reported in writing to the City Manager.

ARTICLE 4

UNION Executive Board RECOGNITION

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

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

4.3 The Chief Steward/ Union President will be selected from one of the existing Bargaining Unit Members allocations.

Union Stewards/ Executive Board members are subject to all City Public Employer Rules and Regulations pertaining to the conduct of city Bargaining Unit Members.

4.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall compensate the Representative of the Union and Bargaining Unit Member for time spent in meetings or conferences held in connection with the negotiations of an agreement or meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral party unless the negotiations are mutually agreed to by both

parties to hold meetings on City time. The Union President or his/her designee shall be paid for all investigations, meetings and hearings of all grievances.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and present it to the Department Head or his or her designee. The Department Head or his or her

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
MANAGEMENT RIGHTS

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

6.2 The City retains the sole right to discipline, suspend, and discharge Bargaining Unit Members for

just cause, including violations of any of the terms of this Agreement.

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

6.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of

the City of Holly Hill. Any of the rights, powers, and authority the City had prior to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. Both parties agree to comply with State statute as regards notification of changes to conditions of employment.

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

ARTICLE 7

DISCIPLINE AND DISCHARGE

7.1 No permanent Bargaining Unit Member shall be disciplined or discharged except for just cause,

and in no event until he or she has been furnished with a written statement of charges and the reasons for such action. In any proceedings the Bargaining Unit Member shall have 10 working days

to prepare a defense against the charges preferred and shall have the right to retain counsel and shall be afforded due process. Disciplinary action shall be impartially and consistently administered.

7.2 Disciplinary action by the City shall be taken against a Bargaining Unit Member within ten (10)

working days of the occurrence of the act or omission giving rise to the disciplinary action. The ten (10) working day period shall commence from the time that the supervisor knew of the act or omission. A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

7.3 No documentation for progressive discipline shall be placed in a Bargaining Unit Member's

personnel file without said Bargaining Unit Member initialing and dating said document prior to placing

it in said Bargaining Unit Member personnel file or witnessed that Bargaining Unit Member refused to sign.

7.4 Discipline shall under normal circumstances be progressive. Progressive

discipline may not apply depending upon the severity of the infraction or offense resulting in the verbal, written or suspension disciplinary action being advanced to a higher level.

7.5 Once a Bargaining Unit Member has had two (2) years without a disciplinary action, records of

prior disciplinary actions shall not be used in progressive discipline.

Annual evaluations of Bargaining Unit Members will be completed within thirty (30) days of each Bargaining Unit Member's anniversary date.

7.6 Bargaining Unit Members that are requested to meet their supervisor or other city officials will

be advised if the meeting is an investigation that could lead to discipline or for disciplinary action, allowing the Bargaining Unit Member an opportunity to request a union representative to be present. (Per: Weingarten Act 420, U.S. 251).

ARTICLE 8SENIORITY

8.1 Seniority is understood to mean an Bargaining Unit Member's most recent date of continuous

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

8.2 For these purposes only, in regard to overtime, vacation, classification, work schedules, seniority will be defined as the length of employment with the Department. If a Bargaining Unit Member transferred from one department to another, he or she will carry with him or her the seniority that he or she has already acquired.

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

8.4 All newly hired Bargaining Unit Members shall be on probation for the first six (6) months of

service with the City. The City, as its sole discretion, may terminate any newly hired Bargaining Unit Member during the probationary period without recourse to the grievance

provisions of this agreement. City Bargaining Unit Members promoted will serve a probationary period for the first six (6) months of service with the City.

8.5 If a Bargaining Unit Member's performance or work behavior is found to be unsatisfactory

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

8.6 Bargaining Unit Members shall lose all their seniority as a result of any type of termination as

identified in Section 5, Termination of Employment of the Personnel Rules and Regulations, August, 2007.

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

8.8 Bargaining Unit Members being laid off or demoted shall be eligible for recall in accordance

with the following procedure.

A. A Bargaining Unit Member subject to layoff shall have the right to bump a less senior Bargaining Unit Member in his division, or in a position which he previously held with the City, provided the bumping Bargaining Unit Member's skills, qualifications, and work performance are at least equal to the less senior Bargaining Unit Member.

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

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

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

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

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

8.10 All accrued vacation will be paid due to reduction in force. Any Bargaining Unit Member who is

laid off shall be entitled to sick leave payment as follows:

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

8.11 If a reduction in force occurs, affected Bargaining Unit Members will receive two-weeks of severance pay at their current hourly base rate of pay. In addition, the City will pay the single coverage monthly premium for the following month after the date of lay-off. Thereafter, the provisions regarding COBRA under the American Recovery and Reinvestment Act of 2009 will apply.

ARTICLE 9PROMOTIONAL VACANCIES

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

9.2 Any Bargaining Unit Member of the City who has completed his or her probationary period who

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

ARTICLE 10VOTING

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

ARTICLE 11WORKING OUT OF CLASSIFICATION

11.1 A Bargaining Unit Member who works out of his or her classification for three (3) or more consecutive working days in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment. The Bargaining Unit Member must assume the duties of the higher classification during the period of the assignment to be eligible for this increase. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification.

ARTICLE 12HOURS OF WORK AND OVERTIME

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

12.2 For overtime calculations work performed shall not include sick leave or leave designated as workers comp leave. Birthday Leave and Personal Leave and Personal Leave Special shall be considered as hours worked for the purpose of calculating overtime provided the Bargaining Unit Member seeks and obtains approval for said leave in accordance with the provisions of Article 13, section 4 of this agreement. Vacation leave, safety day, bereavement leave, compensatory time used, holiday, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

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

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

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

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

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

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

Members are not allowed to combine the break times to create a thirty (30) minute break. Unused break time does not accrue. The supervisor will schedule all breaks. In an emergency Article 12.8 is suspended.

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

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

ARTICLE 13

VACATION

13.1 Bargaining Unit Members will accrue vacation hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. A newly hired Bargaining Unit Member will be allowed to use vacation time upon completion of their probationary period. Use of the time accrued is governed by the City Personnel Rules and Regulations, dated August, 2007.

13.2 Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule.

<u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
<u>EARNED</u>	
0 - 4	80 hours per year
5 - 9	104 hours per year
10 - 14	120 hours per year
15 - 19	144 hours per year
20 - 24	184 hours per year
25 - 29	200 hours per year
Over 29	216 hours per year

13.3 A senior Bargaining Unit Member is not entitled to “bumping” a less senior Bargaining Unit Member if a vacation request has been received and approved by the Supervisor or Department Head in advance of a request submitted by the senior Bargaining Unit Member.

13.4 The use of vacation, birthday, safety day, personal leave day and compensatory time must be

scheduled ahead of time. A Bargaining Unit Member must provide a 3-day advance notice to request the use of vacation leave, birthday, safety, personal day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

ARTICLE 14
HOLIDAYS

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

Bargaining Unit Members:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

One floating holiday designated by the City Commission

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

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

ARTICLE 15

SICK LEAVE

15.1 Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of one day per month of service, cumulative to 720 Seven Hundred and Twenty Hours. Bargaining Unit Members shall follow the guidelines of the City of Holly Hill, Personnel Rules and Regulations, Section 7, paragraph 7.2.

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

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

1. Resignation or non-disciplinary termination at 15 years or more of continuous service - 50%.2. Upon recognized FRS retirement, Social Security age eligibility and application for SSI Benefits and/or death - 100%.

15.4 Work related injuries or family medical leave shall not prevent a Bargaining Unit Member from participating in the Sick Leave Sell Back Program (S.L.S.B.P.) If a Bargaining Unit Member does not use sick leave, he/she may "sell back" up to 40

hours of sick leave in accordance with the following schedule:

Sick Leave Hours Used	Number of Hours eligible	Sell Back Rate
0	40	50%
0-8	32	50%
8-16	24	100%
24	16	100%
32	8	100%
40+	0	Ineligible

A Bargaining Unit Member must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B..P. Bargaining Unit Members must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of Sick Leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.. Requests for selling back hours of Sick Leave, according to the above schedule, must be submitted to the Human Resources Manager between October 1st and October 15th of each eligible year. Sick Leave Sell Back Program checks will be issued with the second pay check in the month of November.

ARTICLE 16
BEREAVEMENT LEAVE

16.1 In the event of death in the immediate family of a Bargaining Unit Member, the Bargaining Unit Member shall

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

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

16.3 The City may require a death notice for authorization.

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

use of other accrued leave (vacation, sick leave, etc.).

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

ARTICLE 17HEALTH INSURANCE

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

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

17.2 The City agrees to maintain a term life insurance policy for each Bargaining Unit Member

covered by this Agreement equal to one (1) year base salary up to a maximum of \$50,000.

Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 18

SAFETY AND HEALTH

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

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

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

18.4 Safety Day Leave. All eligible Bargaining Unit Members shall receive one (1) additional day of leave (to be termed a Safety Day); provided the Bargaining Unit Member has experienced no work related injury in the previous calendar year as a result of any job related accident. No loss time for this purpose is defined as one 8-hour day or greater as a result of the job related injury.

ARTICLE 19JURY DUTY

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

ARTICLE 20

PROHIBITION OF STRIKES

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

strike, slowdown, boycott, unauthorized picketing, or other interruption of work.

20.2 Bargaining Unit Member Activity: Each and every Bargaining Unit Member in the Bargaining Unit covered by

this Agreement agrees that he or she will not under any circumstances or for any reason

including alleged or actual breach of this Agreement by the City or in sympathy for or

support of other Bargaining Unit Members or Union engage in any strike, slowdown, boycott,

unauthorized picketing, or other interruption of work. It is agreed that any violation of

this section shall be grounds for immediate discharge and such discharge shall not be

reviewable under the grievance procedure except to determine if violation, in fact occurred.

20.3 Right of Discipline: The City has the right to discipline or discharge a Bargaining Unit Member

who instigates, participates in or gives leadership to any strike, work stoppage, boycott,

unauthorized picketing, or slowdown or any curtailment of work or restriction of service

or interference with the City.

20.4 Union Response: The Union agrees that in any event of any strike, work stoppage,

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

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

ARTICLE 21

UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

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

21.2 The City shall pay a tool allowance to automotive mechanics. Bargaining Unit Members will supply their own tools in accordance with the following schedule:

\$200.00 annually for fiscal year 2015 and \$225.00 for the and fiscals years 2016 and 2017 payable in the month of October.

21.3 The City shall pay all non-uniformed Bargaining Unit Bargaining Unit Members, an annual clothing allowance, payable the first quarter of each year in advance, in accordance with the following:

\$200.00 annually for the duration of this contract

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

The City provides 7 shirts, for which the Bargaining Unit Member is responsible for laundering, and a \$100.00 annual clothing allowance.

Positions to be deemed “office based” shall be at the sole discretion of the City.

21.4 The clothing and tool allowance are subject to all applicable Internal Revenue Service rules and regulations.

ARTICLE 22BULLETIN BOARDS

22.1 The Union shall be authorized partial use of suitable bulletin boards at mutually agreed upon locations by the Union and the City . The Union may, at its own expense provide a

bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.

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

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

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

ARTICLE 23SPECIAL MEETINGS

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

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

ARTICLE 24SEVERABILITY

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

ARTICLE 25FAMILY MEDICAL LEAVE/ MILITARY LEAVE

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

MILITARY LEAVE

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

ARTICLE 26TRAINING

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

The City will reimburse Bargaining Unit Members required to attend seminars, workshops or classes to improve their job skills needed to perform their job responsibilities in accordance to Section 8.3 of the Training and Travel Expense of the Personnel Rules and Regulations, dated August, 2007.

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

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

ARTICLE 27WAGES

27.1 Effective upon the ratification of this agreement, Bargaining Unit Members shall receive a onetime lump sum payment of \$600.00 payable on the September 29, 2016 paycheck. Effective October 1, 2016, Bargaining Unit Members shall receive a 5% increase to their hourly wage. Effective October 1, 2017, Bargaining Unit Members shall receive a 2.5% increase to their hourly wage. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the first full pay period in each of the same years equal to the above percentage increase multiplied by their annual salary of each respective year.

**CITY OF HOLLY HILL
2012-2013 CLASSIFICATION PLAN
EFFECTIVE during this contract period0
NAGE PERSONNEL**

PAY GRADE	POSITION TITLE	SALARY RANGE	
		MIN	MAX
3	Custodian	\$19,308	\$30,867
4		\$19,779	\$31,620
5	Accounting Clerk I Customer Service Clerk I Equipment Operator/Maintenance Worker Police Service Clerk Sludge Belt Press Operator Wastewater Treatment Plant Operator (TR) Water Treatment Plant Operator (TR)	\$21,287	\$34,030
6	Customer Service Clerk II Equipment Operator/Maintenance Worker I Field Service Worker Staff Assistant	\$22,351	\$35,731
7	Accounting Clerk II Inventory Clerk	\$23,468	\$37,516
8	Heavy Equipment Operator Mechanic Customer Service Clerk III Small Engine Mechanic	\$24,641	\$39,393
9	Accounting Clerk III Code Enforcement/Animal Control Officer Evidence/Property Technician Utilities Maintenance Worker Water Distribution System Operator Customer Service Clerk IV	\$25,873	\$41,362

Attachment: NAGE Proposal 2016 FINAL September 12, 2016 (1185 : N.A.G.E. Bargaining Unit Agreement)

10	Tradesworker Senior Mechanic Wastewater Treatment Plant Operator I Water Treatment Plant Operator I	\$27,166	\$43,428
11	Inspections Officer Licensing/Permit & Zoning Technician	\$28,524	\$45,599
12	Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	\$29,950	\$47,879
13	Wastewater Treatment Plant Operator III Water Treatment Plant Operator III	\$31,446	\$50,272

ARTICLE 28PERSONNEL RULES AND REGULATIONS

28.1 The City's Personnel Rules and Regulations, dated August, 2007, except as provided below, and further, except to the extent inconsistent with the agreement, are hereby incorporated by reference and made a part of this agreement.

28.2 To the extent the City's Personnel Rules and Regulations, dated August, 2007, pertain to discipline and discharge, the propriety of discipline or discharge and the degree of discipline (including discharge) is controlled by this agreement. In addition, nothing in the City's Personnel Rules and Regulations shall operate to waive the Union's right to bargain collectively.

ARTICLE 29RETIREMENT BENEFITS

29.1 All current benefits pertaining to retirement shall remain in full force and effect and in accordance with any changes as provided by the Florida Retirement System.

ARTICLE 30ENTIRE AGREEMENT

30.1 This agreement shall remain in effect for period beginning September 13, 2016 and continue through September 30, 2018.

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ARTICLE 31

CHANGES OR AMENDMENTS

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

FOR: NAGE, Public Bargaining Unit Members,
Florida:

Local _____

Vince Champion, Business Manager

Wage Severson Union President

Diane Cole, Hum. Res. Manager

FOR: City of Holly Hill,

John Penny, Mayor

Joseph Forte City Manager

| Date Ratified: 9/13/2016



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: September 12, 2016
FROM: Thomas Harowski
SUBJECT: Ordinance 2979 An Ordinance of the City of Holly Hill, Florida,
Relating to Special Events; Creating a New Section of the City
Code; Providing for Codification; Providing for Conflicting
Ordinances; Providing for Severability; and Providing for an
Effective Date.
NUMBER: (ID # 1399)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: City staff has developed a proposed revision to the special events provisions in the land development regulations. The Board of Planning and Appeals reviewed this item at their regular meeting of July 18, 2016.

BACKGROUND: The City code does not have a clear process for dealing with special events for business and community activities that are not associated with recognized special events such as Bike Week and Biketoberfest. Section 114-902 of the current code establishes a special use permit for these events, but it does not deal with events such as special business sales, customer appreciation events, grand opening events and similar activities. There have been past attempts to address this issue by administrative policy, but the situation remains confusing for local businesses. Current staff prefers to include a new section in Division 11 of the land development code that provides clearer guidance for local businesses. A draft ordinance proposal is attached for the Board's review.

DISCUSSION: The proposed ordinance lays out an application procedure with required submittals, a review process including lead times, specifications on how the site can be used, and related procedures.

The key provision is that the proposed ordinance clearly establishes that a business can conduct on-site events such as special sales, grand opening events, customer appreciation events and similar business activities with permits from the City. A business will be entitled to events totaling 20 days per year with a maximum length of 10 days per event. Should a business participate in other special events allowed under Section 114-902, these event days will not count toward the annual total of special event days allowed under the proposed amendment.

The proposed ordinance prohibits special events on vacant property unless specific approval is granted by the City Commission. This provision would exclude someone from renting a vacant lot to sell used cars or some other type of goods, but it keeps the

door open for the City Commission to approve a special event that it considers reasonable and valuable to the community.

The review process established by this proposal includes review by a committee composed of zoning, police, fire and public works. Police and fire review gives the City an opportunity to determine if the event requires traffic control support or live safety support. If police and fire services are required, the applicant can hire services privately or potentially make arrangements with the City.

FISCAL ANALYSIS: Dependent upon commission action and any proposed fee schedule. Revenues and expenses will vary based on the type and activity of the special event and any required government services required.

RECOMMENDATION: The Board of Planning and Appeals recommends the City Commission adopt the proposed amendments.

HISTORY:

08/23/16

Next: 09/12/16

City Commission

APPROVED AT 1ST READING

Ordinance No. (ID # 1399)**ORDINANCE 2979 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO SPECIAL EVENTS; CREATING A NEW SECTION OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2979**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO SPECIAL EVENTS; CREATING A NEW SECTION OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that special events offered to the general public or a substantial segment of the public often attract a large gathering of people which may cause adverse public health and safety conditions requiring municipal regulation to ensure adequate sanitation and sewage disposal facilities, police services, fire rescue personnel and equipment, parking, traffic control and crowd control, and other regulations in the interest of public safety and public health; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill. It is the further intent of the City Commission that this Ordinance be construed liberally in favor of protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill; and

WHEREAS, it is also the intent of the Commission to protect the rights of its citizens to engage in protected free speech activities and yet allow for the least restrictive and reasonable time, place and manner regulation of those activities.

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

SECTION 1. Legislative and Administrative Findings.

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION 2. Special events.

1. Intent and application. This section is intended to provide regulations relating to temporary special events not covered by Section 114-901 and Section 114-902 by the addition of a new Section 114-903 which includes, but is not limited to, business events such as grand openings, customer appreciation events, special sales with planned outdoor activities; and other events such as circuses, fairs, carnivals, festivals, exhibitions, and musical events.
2. Permit required. Any special event shall be required to obtain a Special Event Permit. A special event shall be subject to the following:
 - a. The owner, or a legal representative authorized through an affidavit, of the property owner where the event will be held must make application to the City Manager, or his/her designee, and shall be responsible for compliance with the terms and conditions as set forth in the Special Event Permit. Additionally, the owner(s) of any property on which a special event occurs shall be responsible and liable for violations occurring on any such property because of such special event.
 - b. Special Event Permits shall not exceed a maximum duration of 10 consecutive days unless waived or modified by the City Commission. No lot or parcel shall serve as a location of a special event, or any part of a special event, including parking, for more than 20 days per calendar year. The 20-day limitation applies to all special events.,
 - c. All local business taxes, including, but not limited to, the licensing of all vendors, concessions, business, itinerant merchants, and contractors shall be paid prior to issuance of the permit.
 - d. All applicable building permits, which may include, but are not limited to, tents, signs, electric, or water, shall be obtained prior to the issuance of the Special Event Permit. All permitted structures shall be removed within 24 hours after completion of the special event.
 - e. Special events held on nonresidential property shall not result in more than a twenty percent (20%) reduction of the parking spaces required for the existing business(es) during normal hours of operation. The City Manager, or his/her designee, may allow the use of joint, off-site, or other approved parking agreement(s) to mitigate this requirement.
 - f. Special events are not permitted on vacant property without the approval of the City Commission.
 - g. The applicant shall be responsible for the maintenance of the grounds and shall be responsible for properly disposing of trash, garbage, litter, and any other debris on the property and surrounding area as a result of the special event.
 - h. The applicant shall provide sanitary facilities that are available, free of charge, to the patrons.
 - i. The applicant shall provide the following:
 - i. *Public law enforcement and private security services.* The Police

Chief's office shall determine the requirements and have final approval as to whether these services are adequate. However, any special event serving alcohol shall provide security at the expense of the applicant.

- ii. *Fire protection services.* The Fire Chief shall determine fire protection services.
- iii. *Medical coverage.* The Fire Chief shall determine if an event will require medical coverage in the form of onsite Paramedic or EMT personal.
- iv. *Public Works Department services.* The Public Works Director shall determine if the services are required and establish the appropriate fees.
- v. *Traffic control measures.* The Police Chief or designee shall have the full authority to require barricades, close any public street or roadway and/or detour of all traffic flow on any public street or roadway in relation to the management of the special event. The Police Chief or designee may determine whether to require implementation of additional traffic control measures for pedestrian and traffic access safety.
- vi. *Health, safety, and welfare measures.* The City Manager, or designee, shall have authority to impose additional conditions for public health, safety, and welfare.

SECTION 3. Exemption.

The following events are exempt from obtaining a Special Event Permit; however, the events are subject to applicable licensing and business taxes as well as health and safety requirements:

- 1. City sponsored events and/or events approved on City property.
- 2. Events sponsored or approved by the School Board conducted on School Board property.
- 3. Tax-exempt organization indoor events conducted on property owned or leased by those organizations if the event does not exceed fire occupancy requirements.
- 4. This section shall not apply to those public fairs and expositions governed by the provisions of Chapter 616, Florida Statutes, and Chapters 5A-2 and 5F-8, Florida Administrative Code, which public fairs and expositions shall be conducted in strict compliance with the statutory and regulatory provisions.
- 5. No special event permits shall be required to be obtained for any events to be held on property owned or leased by any federal or state governmental entity, if sponsored by the state or federal agency.

SECTION 4. Special Event Permit Application.

An application to hold a special event shall be made in writing to the City Manager, or designee, at least 21 days prior to the event, using such forms and including such information as the City Manager, or designee, may deem necessary to determine compliance with the requirements of this article. At a minimum, the application shall include the following:

1. The applicant's name, proposed location and description of the special event, and days and hours proposed.
2. Proof that the applicant has a legal right to occupy the sponsoring property (e.g., through ownership, written lease or written authorization).
3. A site plan on a minimum of 8"x11" paper specifying the location and contour of the special event area, pedestrian access, the number and location of merchant display areas designated, barricades, special signage and other devices necessary to maintain public safety, and indicating traffic and parking patterns.
4. Applicant shall submit a non-refundable application review fee with the Special Event application, to help defray the City's cost of processing the application and coordinating the relevant City services and personnel. The special event permit fee shall be established by resolution of the city commission.
5. Each applicant shall provide information on the types of vendors and exhibitors proposed and whether outdoor music is proposed.
6. To ensure that the public health, welfare, and safety are protected, applicants shall provide for compliance with all City plumbing and electrical code requirements; sanitation and sewage disposal facilities, as provided in Section 18; police services for security, crowd and traffic control as provided in Section 15; fire rescue personnel for EMS coverage or Fire Apparatus standby as provided in Section 15; and insurance and indemnification as provided in Sections 7 and 8; and if the special event will be held during hours of darkness, compliance with lighting standards prescribed in the Land Development Code for streets and public property. The City will complete its review of the Special Event permit application within ten (10) business days from submission of a complete application.

SECTION 5. Issuance of Permit; Approval; Grounds for Denial.

1. Upon submission and approval of the items and information required by Section 4 and Section 7 the Building and Zoning office shall issue the Special Event Permit. The applicant shall pay a permit fee including a base fee and any additional charges for police, fire safety, and other government services which may be required by the Event Review Committee. The City Commission shall establish these fees by resolution.
2. The Event Review Committee shall review the application submitted for completeness. The Event review Committee is hereby authorized to reject any application which is not complete, which is not received by the specified deadline, or which is not accompanied by the requisite application fee. Completed applications for special event permits shall be reviewed to determine the anticipated impact on pedestrian and traffic patterns, noise, security, and other aspects of public health, safety or welfare and for compliance with this article. An application may be denied if the Event Review Committee determines that any of the following are true:
 - a. The applicant has made any false material representation in the application.
 - b. The applicant fails to provide any of the items or information required by this Ordinance.

- c. The special event will substantially interfere with any other special event for which a permit has already been granted, or with the provision of public safety or other City services in support of such other previously scheduled events, or will have an non-mitigable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted.
- d. The conduct of the special event will substantially interrupt the safe and orderly movement of aerial or marine navigation, or of public transportation or other vehicular and pedestrian traffic in the area of the special event; or will cause irresolvable conflict with construction or development in public rights-of-way or at the public facility where the special event is held so as to cause unsafe conditions for the public; or the expected attendance at the special event will exceed the lawful capacity of the facility under the City's Fire Code; or the parking available at the facility will be inadequate to accommodate the expected attendance at the special event.
- e. The Event Review Committee shall also consider prior dealings of the City with the operator or property owner with previous Special Events. The operator's or property owner's failure to comply with the rules and regulations during a prior Special Event shall be grounds for the denial of a new Special Event Permit, unless the operator/property owner establish, to the satisfaction of the Event Review Committee, that procedures and policies are in place to prevent the prior problems from occurring. The Event Review Committee is authorized to approve a Special Event Permit as long as all conditions and requirements of the City's regulations have been complied with and there are no adverse impacts to the public health, safety and welfare of the community.
- f. If the property has any outstanding code violations, a Special Event Permit will not be issued.
- g. If a permit is denied, the Event Review Committee shall provide the applicant with written reasons for denial. The applicant, within five business days after denial, may appeal the denial to the City Manager for a final decision, by filing a written petition with the City Clerk detailing the grounds for appeal, which appeal shall be heard within five (5) days of submission of the appeal.

SECTION 6. Inspections

As a condition of any permit, city officials, shall have authority to enter upon the sponsoring property at any time to ensure public health, safety and welfare, compliance with this article, permit conditions, the Code of Ordinances and the Land Development Regulations.

SECTION 7. Indemnification.

The applicant for a special event shall be required to provide to the Event review Committee an agreement pursuant to which the applicant assumes full responsibility and liability for and indemnifies, defends, and holds the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, connected to the holding of the special event.

SECTION 8. Insurance.

The applicant shall submit proof of liability insurance with the application.

SECTION 9. Definitions.

For purposes of this article, the following words, terms and phrases shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Special Event* shall mean an event that is not covered by Section 114-901 and Section 114.902.
2. *Special Event Review Committee* shall consist of a staff committee composed of representatives of the Public Works Department, the Fire Department, the Police Department, , the Finance Department, Building and Zoning Department and the Human resources Department. Other members may be appointed by the City Manager. The City Manager shall not be a member on the committee.
3. *Vendor* shall mean any person who distributes or offers to distribute, or sells or offers to sell food, beverages, merchandise, or services.
4. *Temporary Vendors Permit* shall mean a permit issued by the City of Holly Hill allowing a specific seller/vendor to offer for sale goods or services at a special event. Temporary Vendors Permits are for one specific Special Event and are non-transferable.
5. *City Sponsored Special Event* shall mean those events annually approved by the City Commission as a City Sponsored Event.
6. *Sponsoring property* shall mean the legal lot(s) or parcel(s) on which the *special event* is held and the legal lot(s) or parcel(s) designated for parking for such *special event*, regardless of zoning classification; provided, however, that in the case of a strip commercial shopping center, the term "sponsoring property" shall mean all of the lots and parcels comprising the shopping center.

SECTION 10. Event Disclosure

All applicants to hold an event shall be required to disclose the event on the City's Special Event Request form for determination whether the event is a Special Event requiring a Special Event permit.

SECTION 11. Outdoor Amplification

The use of any outdoor amplification including but not limited to live or recorded music, shall not exceed the City's noise ordinance. All outdoor amplification shall cease at 10:00 pm.

SECTION 12. General Guidelines & Information for Special Event Vending

1. Vendors of food shall have all applicable licenses to be considered for participation in a Special Event. It is the responsibility of the applicant to ensure that participating food vendors comply with the rules and regulations of the State of Florida Health Department and any other government body with jurisdiction over the special event.
2. All food vendors who do not have a Florida Department of Business and Professional Regulation (DBPR) annual food vendor's license shall apply for and purchase a DBPR temporary event license.

SECTION 13. Use of Alcoholic Beverages.

If alcohol is to be served at a Special Event, that fact must be disclosed to the Event review Committee at the time of filing an application for a permit, and all applicable requirements of state beverage laws and City Codes must be met. It is the responsibility of the licensee to ensure that open containers of alcohol served on the site shall not be transported beyond the designated area within the Special Event site. No alcohol shall be served within 750 feet of any public school.

SECTION 14. Revocation or Suspension of Permit.

The Event Review Committee may summarily suspend or revoke a permit issued under this section for violation of the special event permit or permit conditions; for violating any other federal, state, or local laws or ordinances during the special event; or for making any material false representation in an application for a permit or for an exemption certificate. In the event of suspension or revocation, the vendor may appeal the decision to the City Manager. provisions in Section 5(c) shall apply. The five (5) day appeal period shall commence from the date the suspension or revocation notice is provided to the applicant

SECTION 15. Public Safety at Special Events.

The following requirements for public safety will be observed at all special events:

1. The Holly Hill Police Department shall be the primary provider of personal safety and property security at special events. The number of required providers shall be based on Event Risk Factors set forth in Section 16. If the applicant for a special event wishes to use private sector entities for personal safety or property security at special events, such entities will be supplemental or in addition to the services provided by the Police Department.
2. Fire protection services shall be provided by the City of Holly Hill Fire Department.
3. Applicants may be required to provide emergency medical services, including transportation, as specified in Section 4, if the Fire Chief finds a need for these services based on Event Risk Factors as defined in Section 1. In the event that the City Fire Department determines that it is unable to provide any aspect of emergency medical services, including transportation, such services may be provided by Volusia County.
4. Fire codes and standards compliance will be verified by the City Fire Inspector to ensure the event complies with Florida Fire Prevention Code, NFPA 1, NFPA 101 Life Safety Code.
5. All special events must maintain adequate handicap parking in compliance with ADA (American with Disabilities Act) thresholds in regards to the number of spaces required and surface requirement. Existing handicap spaces must be utilized for their

intended purpose.

6. The Event Review Committee may allow overflow parking for a special event on the public right-of-way, as long as safe pedestrian access is provided to the special event. Any overflow parking that is allowed on the right-of-way or on public or private property may require improvements at the applicant's expense

SECTION 16. Event Risk Factors for Public Safety and Emergency Medical Personnel at Special Events.

Event Risk Factors include the number of projected attendees, service of alcoholic beverages, lots of movement of people or vehicles, and/or any event that includes safety risks such as mosh pits, concerts, or any events using pyrotechnics, explosives, and stunts with special rescue potentials, or other similar activities which may result in physical stress or injury.

SECTION 17. Costs for Personnel at Special Events.

1. The fees for provision of Police Department, Fire Department, and City personnel at Special Events shall be established by resolution of the City Commission.
2. Applicants shall be responsible for costs the City incurs for personnel necessary for set up for the event, maintenance during, and clean up after the event in accordance with a resolution adopted by the City Commission. The estimated cost for the above items shall be paid in advance and as condition of issuance of the Special Event Permit.

SECTION 18. Standards for Sanitary Facilities

Sanitary facilities are required to be provided for all Special Events, in the form of toilets and hand washing stations, based on the projected number of attendees and participants, in a proportion of a minimum of one (1) restroom facility for every 100 attendees/participants expected at any one time. Restrooms shall be maintained in a sanitary condition, and shall be serviced at least once daily. Out of the total number of restrooms, a minimum of one shall be handicap acceptable or 5% of the restrooms shall be handicap accessible whichever is greater. Hand washing facilities shall be provided in a proportion of one hand wash facility to every ten portable restrooms, and must be provided at special events where food is served or picnic areas are provided

SECTION 19. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 20. CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 21. EFFECTIVE DATE

That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this **12th** day of **SEPTEMBER**,
2016 for second reading.



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

**City Commission
Ordinance**

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Ordinance 2982 An Ordinance of the City of Holly Hill, Florida
Amending Chapter 42, Pensions and Retirement; Article Iii,
Firefighters' Pension; Division 1. Generally of the Code of
Ordinances of the City of Holly Hill, Florida; Amending
Section 4 2 - 6 5 , Contributions ; Providing for Codification;
Repealing All Ordinances in Conflict Herewith and Providing
an Effective Date.
NUMBER: (ID # 1411)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill and the Local Chapter of the IAFF have negotiated a contract that included a reduction in the employee contribution rate from 8% to 7% effective October 1, 2015. This proposed ordinance amend the existing language to reflect this negotiated change.

FISCAL ANALYSIS: This change has little to no impact on the budget of the City as the local IAFF chapter agreed to give up the Sick Leave incentive pay in exchange for a reduction in employee contributions to the plan which is calculated to be approximately the same cost to the city each year.

STAFF RECOMMENDATION: Approve Ordinance for second reading as written.

COMMISSION GOAL:

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

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

MOTION: APPROVE ORDINANCE 2982 ON SECOND READING.

ATTACHMENTS:

- Holly Hill Fire AIS 8-17-16 (PDF)

HISTORY:

08/23/16

City Commission

APPROVED AT 1ST READING

Next: 09/12/16

Ordinance No. (ID # 1411)

ORDINANCE 2982 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42 - 65 , CONTRIBUTIONS ; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2982

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42-65, CONTRIBUTIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Holly Hill; and

WHEREAS, the City of Holly Hill and the Local IAFF have negotiated a reduction in employee contributions to the Firefighter's pension plan from 8% to 7%; and

WHEREAS, the City Commission desires to amend Section 42-65 to reduce the firefighter's contributions to the pension plan.

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

SECTION 1. That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-65, Contributions, subsection (a), Member contributions, to read as follows:

Sec. 42-65. Contributions.

(a) Member contributions.

(1) Amount. Effective October 1, 2015, each member of the system shall be required to make regular contributions to the fund in the amount of ~~eight (8)~~ seven (7) percent of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by

each member to the fund shall be designated as employer contributions pursuant to §414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. That this Ordinance shall become effective upon its adoption.

APPROVED AND AUTHENTICATED on this **12th** day of **SEPTEMBER**, **2016** for second reading.



August 17, 2016

Via Mail & Email

William Kimmy, Chairman
City of Holly Hill
Firefighters' Pension Board
1020 Daytona Avenue
Holly Hill, FL 32117

Re: Firefighters' Pension Plan
Actuarial Impact Statement

Dear Bill:

Enclosed is the following material that has been prepared in support of the proposed benefit change:

1. Three (3) copies of the required Actuarial Impact Statement that outlines the impact associated with implementing the change.
2. Drafts of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Firefighters' Retirement Trust Funds.

It will be necessary for you to sign the Actuarial Impact Statement and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to the final reading.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

PTD/lke

Enclosures

cc: Lee Dehner, Board Attorney

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
Post Office Box 9000
Tallahassee, FL 32315-9000

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to Section 22D-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Ms. Sarah Carr
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Re: Actuarial Impact Statement

Dear Ms. Carr:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

August 17, 2016
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) resulting from the implementation of the following benefit change:

- 1.) Reduce the Member Contribution Rate effective October 1, 2015 from 8.0% to 7.0% of Salary.

The cost impact, determined as of October 1, 2015, as applicable to the fiscal year ending September 30, 2017, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution	\$314,250	\$314,127
Expected Member Contributions	63,744	55,776
Required City and State Cont.	250,506	258,351
Estimated State Contribution *	55,151	55,151
Balance From City	195,355	203,200

* Represents the amount received during Fiscal 2015. The City may use all State Monies received through September 30, 2018 to offset their funding requirements.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The liabilities were computed based on the data used for the October 1, 2015 actuarial valuation utilizing the assumptions and methods stated in the May 11, 2016 Actuarial Impact Statement. This impact statement and the October 1, 2015 valuation report and the May 11, 2016 Actuarial Impact Statement are considered an integral part of the actuarial opinions. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.


 Patrick T. Donlan, MAAA, ASA
 Enrolled Actuary #14-6595

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

August 17, 2016
(Page 2)

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of each proposed change.

Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
A. Participant Data		
Number Included		
Actives	13	13
Service Retirees	9	9
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	<u>0</u>	<u>0</u>
Total	22	22
Total Annual Payroll	\$724,528	\$724,528
Payroll Under Assumed Ret. Age	724,528	724,528
Annual Rate of Payments to:		
Service Retirees	271,931	271,931
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
B. Assets		
Actuarial Value ¹	3,869,732	3,869,732
Market Value ¹	3,742,947	3,742,947
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	2,820,117	2,820,117
Disability Benefits	48,591	48,593
Death Benefits	23,039	23,054
Vested Benefits	378,235	378,394
Refund of Contributions	13,710	14,182
Service Retirees	2,623,523	2,623,523
DROP Retirees ¹	6,244	6,244
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	5,913,459	5,914,107

C. Liabilities - (Continued)	New Benefits 10/1/2015	Old Benefits 10/1/2015
Present Value of Future Salaries	4,034,073	4,034,073
Present Value of Future Member Contributions	282,385	282,385
Normal Cost (Retirement)	119,781	119,781
Normal Cost (Disability)	5,983	5,984
Normal Cost (Death)	1,868	1,870
Normal Cost (Vesting)	29,162	29,172
Normal Cost (Refunds)	<u>3,296</u>	<u>3,373</u>
Total Normal Cost	160,090	160,180
Present Value of Future Normal Costs	818,781	819,144
Accrued Liability (Retirement)	2,225,262	2,225,262
Accrued Liability (Disability)	18,922	18,922
Accrued Liability (Death)	12,677	12,683
Accrued Liability (Vesting)	203,572	203,629
Accrued Liability (Refunds)	4,478	4,700
Accrued Liability (Inactives) ¹	2,629,767	2,629,767
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability	5,094,678	5,094,963
Unfunded Actuarial Accrued Liability (UAAL)	1,224,946	1,225,231
Funded Ratio (AVA / AL)	76.0%	76.0%

D. Actuarial Present Value of Accrued Benefits

Vested Accrued Benefits		
Inactives ¹	2,629,767	2,629,767
Actives	1,471,773	1,471,773
Member Contributions	<u>432,875</u>	<u>432,875</u>
Total	4,534,415	4,534,415
Non-vested Accrued Benefits	<u>64,434</u>	<u>64,434</u>
Total Present Value Accrued Benefits	4,598,849	4,598,849
Funded Ratio (MVA / PVAB)	81.4%	81.4%

Increase (Decrease) in Present Value of
Accrued Benefits Attributable to:

Plan Amendments	0
Assumption Changes	0
New Accrued Benefits	0
Benefits Paid	0
Interest	0
Other	<u>0</u>
Total	0

	New Benefits	Old Benefits
Valuation Date	10/1/2015	10/1/2015
Applicable to Fiscal Year Ending	<u>9/30/2017</u>	<u>9/30/2017</u>
E. Pension Cost		
Normal Cost (with interest) ²	\$176,059	\$176,158
Administrative Expenses (with interest) ²	31,962	31,962
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2015, with interest) ²	106,106	106,130
Total Required Contribution	314,127	314,250
Expected Member Contributions ²	55,776	63,744
Expected City & State Contribution	258,351	250,506

¹ The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

² Contributions developed as of 10/1/2015 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection. We believe this sufficiently accounts for future mortality improvements.
<u>Termination Rates</u>	See Tables on the following page (1304). This assumption is based on the results of an experience study performed in 2006.
<u>Disability Rates</u>	See Tables on the following page (1207). This assumption was developed from those used by other plans containing Florida municipal Firefighters.
<u>Retirement Age</u>	Earlier of age 50 and 6 years of service or 25 years of service, regardless of age. Also, any Member who has reached Normal Retirement is assumed to continue employment for one additional year. We feel this assumption is reasonable based on the plan provisions.
<u>Early Retirement</u>	Commencing with the earliest Early Retirement Age (48), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this assumption is reasonable based on the plan provisions.
<u>Interest Rate</u>	7.50% per year, compounded annually, net of investment related expenses. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.
<u>Salary Increases</u>	6.00% per year up to the assumed retirement age; see Table on the following page. This assumption is based on the results of an experience study performed in 2006. Salary in year of retirement is increased individually to account for lump sums.
<u>Payroll Growth</u>	None.
<u>Administrative Expenses</u>	\$29,063 annually. This is equal to the actual non-investment-related expenses paid out of the trust during the year.
<u>Funding Method</u>	Entry Age Normal Actuarial Cost Method.
<u>Asset Valuation Method</u>	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	12.4%	0.07%	17.4%
30	10.5	0.11	31.2
40	5.7	0.19	55.8
50	1.5	0.51	100.0

SUMMARY OF PLAN PROVISIONS

<u>Latest Amendment Date</u>	October 8, 2013.
<u>Eligibility</u>	Employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Earnings</u>	Total compensation reportable on Form W-2 plus tax deferred, tax sheltered or tax exempt items of income, excluding sick leave incentive, cleaning or 10-10 allowances, or any other non-regular payments. Overtime limited to 300 hours per year and lump sum sick and vacation limited to amounts accrued as of September 30, 2012.
<u>Average Monthly Earnings</u>	Average Earnings for the best 5 years during the 10 years immediately preceding termination.
<u>Member Contributions</u>	8.00% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Chapter 112, <u>Florida Statutes</u> .
<u>Normal Retirement</u>	
Date	Earlier of age 50 and 6 years of Credited Service or completion of 25 years of Credited Service, regardless of age.
Benefit	3.00% of Average Monthly Earnings <u>times</u> Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Supplement	Retirees receive \$19.00 per month per year of Credited Service payable to the date on which unreduced Social Security benefits become payable.

Early Retirement

Eligibility	Age 48 and 6 Years of Credited Service.
Benefit	Accrued benefit, actuarially reduced for each year that Early Retirement precedes Normal Retirement (determined as if employment continued).

Vesting

Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Benefit	Benefit accrued to date of disability, but not less than 42% of Average Monthly Earnings (Service Incurred).
Duration	Payable for life with ten years certain or until recovery, as determined by the Board (options available).

Pre-Retirement Death Benefits

Benefit if Not Vested	Designated Beneficiary shall receive a refund of the Member's Contributions.
Benefit if Vested	Monthly accrued benefit payable at the Member's Normal Retirement Date to designated beneficiary for 10 years (options available).
Minimum Benefit for Spouse, if Member dies in active service and is vested	50% of salary at time of death payable for life of the spouse, commencing on the first day of the month following the Member's death.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other four appointed by Commission.

Deferred Retirement Option Plan

Eligibility	Eligibility for Normal Retirement.
Participation	Not to exceed 60 months.
Rate of Return	6.50% per annum, credited quarterly.
Form of Distribution	Lump sum at termination of employment.



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Joseph Forte
SUBJECT: Synergy Billing Lease of Unit 202 at the Market
NUMBER: (ID # 1425)
APPLICANT:
PLANNER:

DISCUSSION:

Synergy Billing is expanding and adding new employees to their business. The current facility, located on LPGA Blvd., no longer has enough space to accommodate new employees. Therefore, Synergy Billing is seeking to lease space at The Market to create an employee training room and a compliance office to free up space at their current facility. They have requested to lease space for one year with two, one year renewals. The adjoining vacant land, owned by the city, will be utilized for parking. Synergy Billing is currently leasing Units 101 and 201 and have signed a lease for Unit 202.

FISCAL ANALYSIS:

The lease price is \$0.90 per sq. ft. consistent with the lease of units 102 and 201. Unit 202 = 1,035 sq. ft. for a lease payment of \$931.00 monthly or \$11,178.00 annually with built in increase of 3% per year.

STAFF RECOMMENDATION:

Staff recommends approving the at the Lease.

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 approve the attached lease.

- The Market Lease Agreement - Synergy Billing unit 202 - August 2016 (PDF)

THE MARKET LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made by and between The City of Holly Hill] ("The City) and **Synergy Billing, LLC** ("Tenant").

The City is the owner of land and improvements commonly known and numbered as The Market, 101 Second Street, Holly Hill, Florida, ("The Market")

The City makes available for lease a portion of The Market designated as Suite **202** (" the Premises"), consisting of approximately **1,035** square feet. (Exhibit B).

The City desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from The City for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. The City hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from The City, for an "Initial Term" beginning **September 1, 2016** and ending **August 31, 2017** The City shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If The City is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against The City for any such delay.

2. Rental.

A. Tenant shall pay and hereby covenants and agrees to pay The City as rental for the premises the following:

<u>Year</u>	<u>Base rent PST</u>	<u>Monthly</u>	<u>Annually</u>
<u>1</u>	<u>\$0.90</u>	<u>\$931.00</u>	<u>\$11,178.00</u>
<u>2</u>	<u>\$0.93</u>	<u>\$962.55</u>	<u>\$11,550.60</u>
<u>3</u>	<u>\$0.96</u>	<u>\$993.60</u>	<u>\$11,923.20</u>

B. Tenant shall have the option to renew this Lease for **two (2)** additional **one (1)** year Terms under the same terms and conditions, provided the Tenant is not in default, except the rental shall be adjusted every year by **Three** percent (**3 %**). Such option shall be deemed to be exercised unless written notice of intention to vacate is given by Tenant to The City sixty (60) days prior to expiration of the then current term.

C. Tenant shall pay the City the monthly rental herein required to be paid on the **Fifteenth (15)** day of each and every month without demand and at any place that shall be designated, in writing by The City. Until notice is furnished to the contrary, the rent shall be made payable to the City of Holly Hill, (Attn: Finance Department), 1065 Ridgewood Avenue, Holly Hill, Fl. 321 17. A late charge of

THREE PERCENT (3%) OR MINIMUM OF \$50.00 will be assessed if payment is not received on or before the FIFTH day of the month. A returned check will incur bank charges plus a \$25.00 administrative fee.

3. Use

Tenant shall use the demised premises only for the following purpose:

Office Space, Training classroom.

Any other use of the premises shall be with written consent of The City. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without The City's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without The City's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

Tenant shall maintain the interior of the leased premises in a reasonable manner and shall make at its own cost and expense during the term of this Lease, or any renewal hereof, all necessary and proper repairs including but not limited to, plumbing, electrical, and lighting replacement to include bulbs and ballasts. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. The City shall be responsible for all maintenance and repairs to the roof and exterior portions of the premises, including heating and air conditioning equipment, and all glass windows and doors.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following The City's consent to make additional improvements to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The improvements shall be constructed by the Tenant at the location shown on and substantially in accordance with the plot plan, attached as Exhibit C

Tenant shall furnish The City satisfactory evidence that it has complied with all applicable requirements of lawful authority regarding the improvements. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by The City. Tenant shall have the right to remove the same at

any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

The City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to The City's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant agrees to pay The City its proportionate share of Real Estate Taxes which includes all property and or ad valorem taxes, rates, duties, and assessments, local improvement taxes with respect to the land and building of which the premises are a part based on 1,035 square feet of 12,620 SF or 8.25%.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. The City shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as The City shall deem appropriate. Tenant agrees to pay The City its proportionate share of insurance which means said insurance covering the buildings and grounds and is based on 1,035 square feet of 12,620 which is 8.25%. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and The City shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by The City, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide The City with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify The City that a policy is due to expire at least (10) days prior to such expiration. The City shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone, internet and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by The City. In the event that any utility or service provided to the Leased Premises is not separately metered, The City shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of

invoice. Tenant acknowledges that the Leased Premises are designed to provide standard commercial office use electrical facilities and standard commercial office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in The City's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.Signs.

Following The City's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by The City, signs which are permitted by applicable zoning ordinances and private restrictions. The City may refuse consent to any proposed signage that is in The City's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant, even if said signage is permitted by local ordinance. The City shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11.Entry

The City shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided The City shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with The City, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by The City. The City reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide The City with a list of all license numbers for the cars owned by Tenant, its agents and employees. **Additional parking will be provided at the adjacent vacant City owned land on the south side of Premises.**

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by The City from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by The City to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit " A " and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to The City to terminate this Lease as of the date of such damage. If the demised premises shall be

partially destroyed or damaged by fire or the elements but not to the extent that said premises are rendered untenable or in such condition that Tenant is prevented from conducting its usual daily business, the damage shall be repaired promptly and at the expense of The City, and the rental on said premises shall not be reduced. If the demised premises shall be partially destroyed or damaged by fire or the elements to the extent that less than fifty percent (50%) of the premises is destroyed or damaged then The City shall promptly repair and reconstruct said premises at its own expense and the monthly rental shall be reduced in proportion to the portion of the demised premises which is usable by the Tenant. If said premises are destroyed to the extent of more than fifty percent (50%) The City shall have a period of thirty (30) days from such destruction to elect whether to repair the premises and if The City elects to do so, such repair shall be completed with all reasonable haste and the monthly rental shall abate until the premises are again tenantable. If The City does not elect to repair the premises if more than fifty percent (50%) thereof is destroyed by fire or other causes, then this Lease Agreement shall terminate and the advance rental paid by Tenant shall be refunded.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to The City as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by The City, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by The City without correction thereof then having been commenced and thereafter diligently prosecuted, The City may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, The City may reenter said premises. The City shall have, in addition to the remedy above provided, any other right or remedy available to The City on account of any Tenant default, either in law or equity. The City shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

The City covenants and warrants that upon performance by Tenant of its obligations hereunder, The City will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased

Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and The City and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18.Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. The City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as The City may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes The City as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by The City execute and deliver to such persons as The City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that The City is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as The City shall reasonably require.

19.Deposit.

The Security Deposit in the amount of \$1,566.00 shall be held by The City without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered a measure of The City's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, The City may commingle the Security Deposit with The City's other funds. The City may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to The City on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by The City to Tenant. If The City transfers its interest in the Premises during the term of this Lease, The City may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20.Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to The City, to:

City Manager
1065 Ridgewood Ave
Holly Hill, FL 32117

If to the Tenant, to:

Jayson Meyer
15 MARJORIE TR
ORMOND BEACH, FL 32174

The City and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease other than **NONE** (Broker). The Broker will be paid through a separate commission agreement.

22. Waiver.

No waiver of any default of The City or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by The City or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, The City and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used In this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon The City and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

The City shall not unreasonably withhold or delay its consent with respect to any matter for which The City's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of The City's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to The City specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, The City shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. The City shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

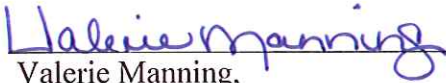
30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. Any dispute arising from this lease agreement shall be governed by Florida law, and shall be decided solely and exclusively in Daytona Beach, Florida. The party prevailing in any such dispute shall be awarded its attorneys' fees.

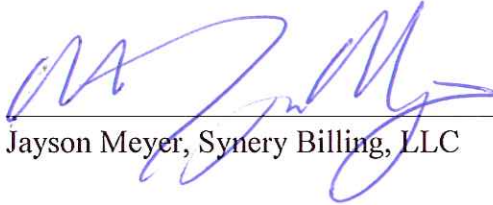
IN WITNESS WHEREOF, the parties have executed this Lease as of the 24th day of August 2016.



Joseph Forte
City Manager



Valerie Manning,
City Clerk



Jayson Meyer, Synergy Billing, LLC

Signed Sealed and
Delivered in the Presence
of:



Jeanette Durr

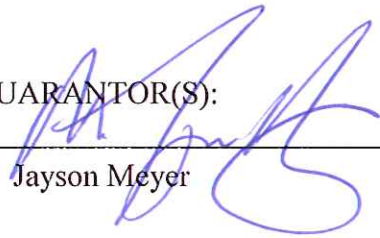
GUARANTY

Simultaneously with the execution of the foregoing Lease and as a material part of the moving consideration for acceptance of the Tenant by The City and execution of the lease by The City, the undersigned jointly and severally guaranty full payment and performance of all obligations of Tenant under the foregoing lease whether for payment of money or otherwise; make this commitment with intent that The City rely upon it in executing the foregoing lease; and obligate themselves as original parties without exception, contingency or condition, other than that upon payment or other performance by the undersigned guarantors, they shall be subrogated to rights and remedies of The City against Tenant or such part thereof as may be applicable according to their performance.

IN WITNESS WHEREOF, we have caused these presents to be executed in Volusia County, Florida, this **13th day of January, 2016.**

WITNESS AS TO GUARANTOR(S)

GUARANTOR(S):


Jayson Meyer

SOCIAL SECURITY NUMBER

ADDRESS:

GUARANTOR(S):

NAME

SOCIAL SECURITY NUMBER

ADDRESS:

EXHIBIT A THE MARKET RULES AND REGULATIONS

The Market is a unique community centerpiece and a great place for business. These rules and regulations are published to address specific areas of the property.

All rental spaces have access from the exterior of the building.

The sidewalks, walks, plaza and courtyard areas shall not be obstructed or used by Tenant for any purpose other than ingress and egress to and from the Premises.

The Courtyard is not considered common area for the purposes of defining leased space, as indicated on the site plan. The Courtyard is used for various activities, and therefore access is limited and, at times, restricted. Restricted access to the Courtyard is from Friday at 2 pm until Monday at 8 am.

The Courtyard may also be used at other times for activities that limit or restrict use of the courtyard. Every effort will be made to cause your business the least disruption as possible during these events. If the Courtyard is not being used for an event, you are welcome to use the area for your business, employees, clients and customers.

All deliveries or shipments of any kind to and from the Premises shall be made at reasonable times designated for such purpose by Landlord.

No additional locks or bolts of any kind shall be placed on any door in the Market without the prior written consent of The City, not to be unreasonably withheld. Landlord shall furnish two keys for each lock on exterior doors to the Market, and shall, on Tenants request and at Tenants' expense, provide additional duplicate keys. All keys shall be returned to the City upon the termination of this Lease. The City may at all times keep a pass key to the Market.

Initial move-in refuse shall be removed at Tenant's sole cost and expense. Sidewalk containers are not for personal use. Tenant shall not at any time place rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the walkways or corridors.

No awnings, draperies, shutters or other interior or exterior window coverings that are visible from the exterior of the Demised Premises may be installed by Tenant without the City's prior written consent.

No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters. No animals or birds, with the exception of guide dogs accompanying visually handicapped persons, shall be brought or kept in or about the Premises. Unless otherwise expressly provided for in the Lease, Tenant shall not do any cooking on the Premises. Tenant may, however, for the use of its employees, operate a coffee bar and allow the use of a microwave oven.

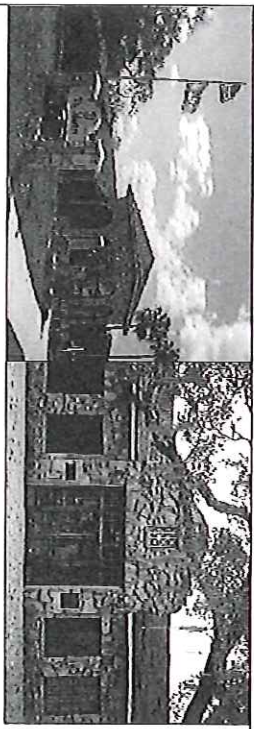
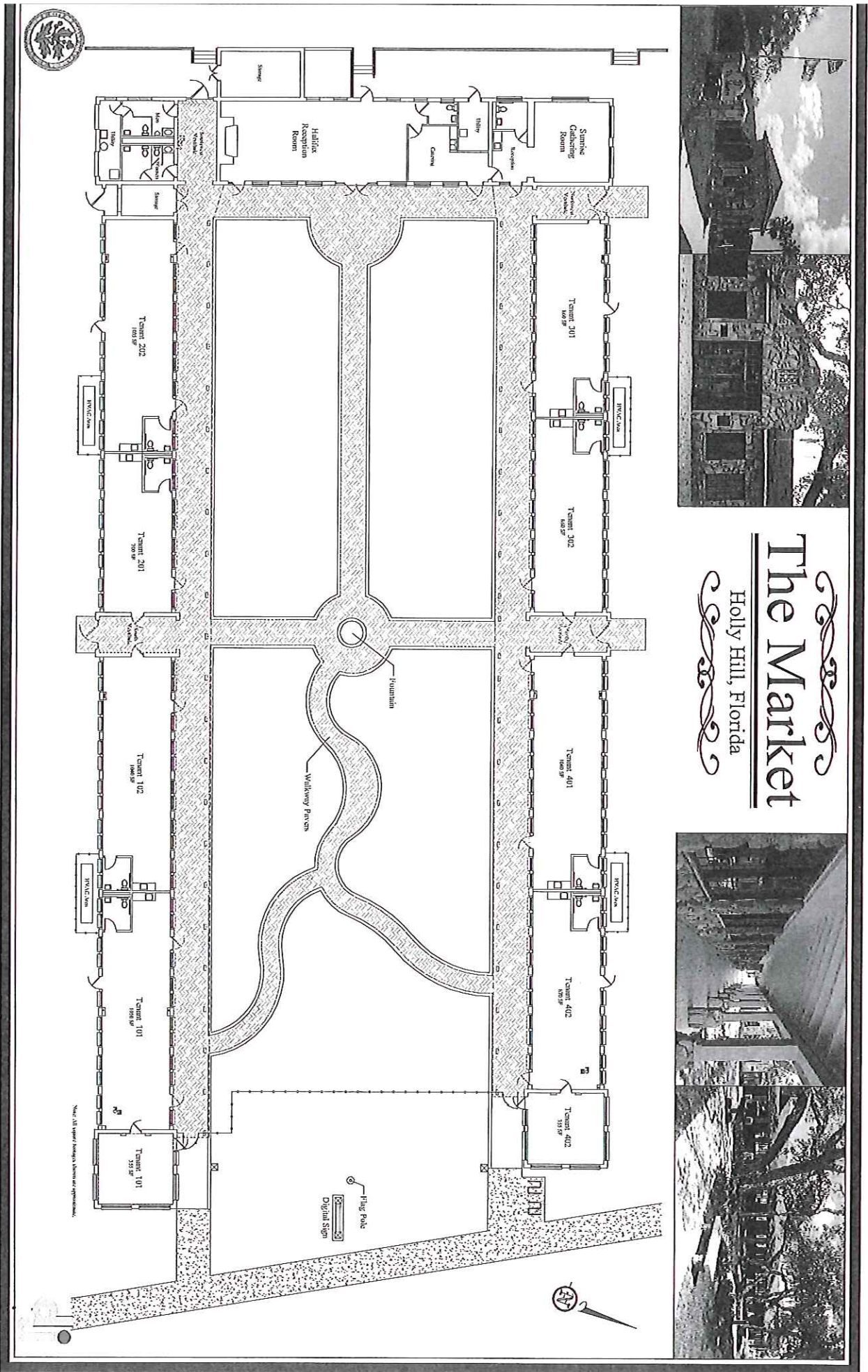
Tenant shall not use or permit any portion of the Premises to be used for any use other than those specifically granted in this Lease.

The City shall have the right to designate and restrict the areas available within the Market for the parking of vehicles by Tenant, its employees, agents, visitors and invitees.

Tenant shall be responsible for the compliance with these rules and regulations by the employees, agents, customers and invitees of Tenant. In the event of any conflict between the terms of these rules and regulations and the express provisions of Tenant's Lease, the express, applicable provisions of the Lease shall control.

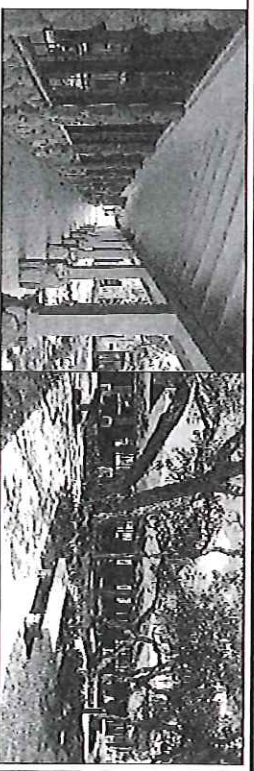
The City reserves the right, without the approval of Tenant, to add new rules and regulations, and to waive, rescind, add to and amend any rules or regulations with respect to any tenant or tenants, as The City in its sole judgment shall from time to time find necessary or appropriate in order to provide for the safety, protection, care and cleanliness of The Market, the operation thereof, the preservation of good order therein and the protection and comfort of tenants and their employees, agents customers and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon it in like manner as if originally herein prescribed, except to the extent such additional rules or regulations conflict with the express provisions of this Lease.

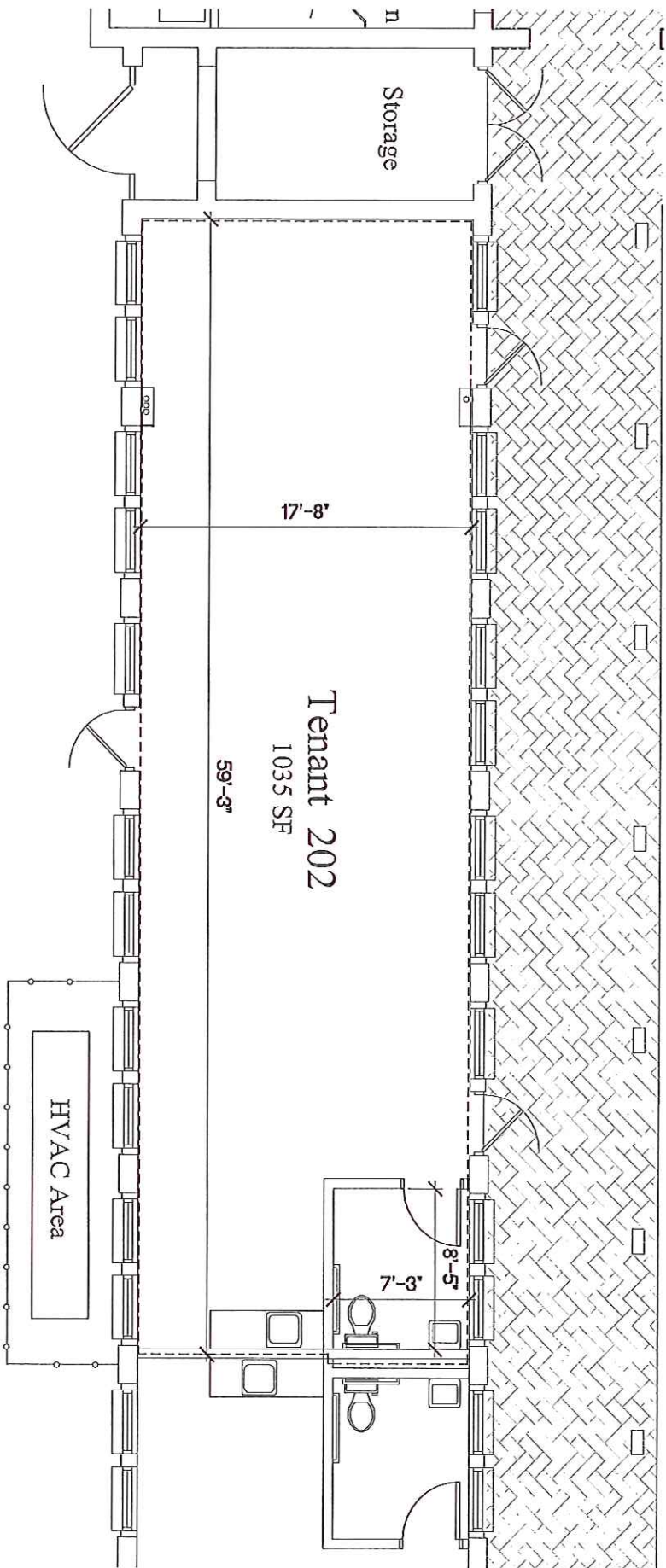
EXHIBIT "B"
THE MARKET LEASED SPACE



The Market

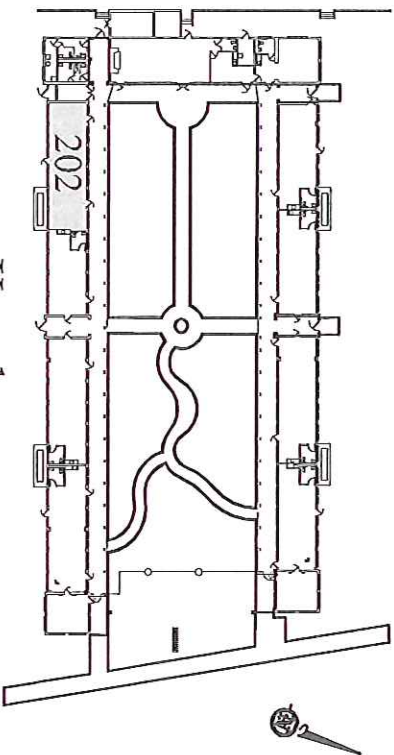
Holly Hill, Florida





Suite 202

The Market
Holly Hill, Florida



Keyplan

EXHIBIT "C"
THE MARKET/TENANT'S WORK



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

**City Commission
Agenda Item**

MEETING DATE: September 12, 2016
FROM: Kurt Swartzlander
SUBJECT: Budget Amendment(S) - Staff Report Only City Manager Level
Amendment(S)
NUMBER: (ID # 1432)
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 of 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

- 20160831152756536 (PDF)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2014-2015

Requesting Department

Public Works Storm Water

Date

8/30/2016

TAKE FUNDS FROM ACCOUNT NUMBER:

460-3080-538-52.01

460-3080-538-53.00

ACCOUNT DESCRIPTION:

Operating Supplies

Road Materials and Supplies

AMOUNT:

8,000.00

7,000.00

Total

15,000.00

ADD FUNDS TO ACCOUNT NUMBER:

460-3080-538-46.50

Vehicle Repairs

Total

15,000.00

15,000.00

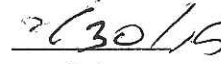
Purpose of Transfer: (include as much detail as possible)

For the replacement of the vacuum pump on the Vac-tor truck, which failed on 8/29/16

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

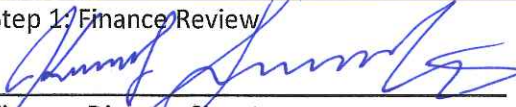

 Date

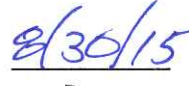
City Manager Signature

Date

----- For Finance Use Only -----

Step 1: Finance Review


 Finance Director Signature


 Date

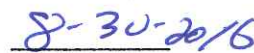
Step 2: Budget Adjustment Entry

Funds are available for this request?

☒ Yes ☐ No

 Employee Signature


 Date


 Date

HTE Group #

2760