

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • OCTOBER 10, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

1. Minutes - September 11, 2023 Workshop, September 11, 2023 Regular City Commission and First Hearing on the Budget; and September 26, 2023 Regular City Commission and Second Hearing on the Budget

(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

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 -2023-R-59 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating FDEP Grant Award to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

2. Resolution -2023-R-60 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

(Requested by Michele Moore, Finance)

3. Edward Byrne Memorial Justice Assistance Grant (JAG) Award Name: D-R7036: JAGD22 IN-CAR RADAR PROJECT City of Holly Hill

(Requested by Jeff Miller, Police)

4. UPS Temporary Holiday Package Storage Facility Agreement 2023

(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Resolution -2023-R-61 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending Three Fees Specific to Business Use of Food Truck, Body Worn Camera Video, and Hollyland Park-Ball Fields for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

6. PUBLIC HEARINGS - NONE

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

3.1

**City Commission
Agenda Item**

MEETING DATE: October 10, 2023
FROM: Valerie Manning
SUBJECT: Minutes - September 11, 2023 Workshop, September 11, 2023
Regular City Commission and First Hearing on the Budget;
and September 26, 2023 Regular City Commission and Second
Hearing on the Budget
NUMBER: (ID # 4279)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the following workshops and meetings:

- 1) September 11, 2023 - Workshop - Food Trucks and Millage Rate Discussions
- 2) September 11, 2023 - Regular City Commission and First Public Hearing on Budget FY23-24
- 3) September 11, 2023 - Workshop - Continuation on the Food Trucks Discussion
- 4) September 26, 2023 - Regular City Commission and Second Public Hearing on Budget FY23-24

MOTION:

Approve all sets of minutes as submitted by staff.

- Minutes - September 11, 2023 - Workshop on 6.25 Millage Rate and Food Truck Discussions (PDF)
- Minutes - September 11, 2023 - Regular City Commission meeting (PDF)
- Minutes - September 26, 2023 - Regular CC & Second PH on Budget meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 11, 2023

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. ROLL CALL

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

2. BUDGET DISCUSSION

1.

6.25 Millage Rate - FY2023-2024 Budget Adjustments Discussion

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated out of the budget work sessions they discussed, staff originally prepared a budget with a millage rate of 5.9 mills and the discussion from the City Commission came to be whether or not we wanted to put out 5.9 mills or bring it back to the current rate of 6.25 mills. I said if we were going to bring it back to 6.25 mills, he would present to them what we would do with those dollars. In their agenda packet, under the attachment, you will see what those breakdowns of those costs would be. What I have proposed is that we hire two maintenance workers and those workers, along with the other one from Public Works, if you remember back when we lost the inmates, we actually hired two temporary full-time employees. We take one of those and add them to these two and create what we had back in 2007, 2008 before I went to Seminole County. We had a landscaping crew that drove around in a king cab pickup truck with a trailer with three mowers, three weed whackers and three edger's and that's what they did all day. They mowed right-of-way's, retention ponds, and they trimmed up sidewalks and they did all that stuff. The other position was to introduce another Code Enforcement Officer that would be for the rental housing inspection program. That one really wouldn't take place until after the first of the year because we really didn't devise anything for it yet. What the revenue would be, what the time would be, there's a lot more details in that so if we do move forward with that one, we wouldn't hire for that position until at least after the first of January. One of the things that I will point out in doing this and I've

talked with each of you about it, is the complaints that staff gets now, the response is usually, “we’re behind because we lost the inmate crews” and the resident who are complaining, at least to me, are saying that they’re tired of hearing that as an excuse. The only thing that I can think of to help eliminate that is to hire these maintenance workers to create this landscaping team and that would put them on landscaping, grass mowing, weed eating, mow, blow and go all day, every day and free the other team members up to do the jobs that they’re supposed to be doing. The stormwater people are doing stormwater and the street people doing the street work and the utilities people doing the utilities work. In addition to those three positions, there was additional monies left over, \$51,000 that would have been budgeted into a contingency line. I will leave it out there for you to discuss and take the direction from the City Commission in however you want staff to move forward. I will say that the budget tonight is predicated on this being included in there. So, when we get to the Commission meeting, if you want to move forward as this workshop has presented, you can take action based on the existing, on what’s in the agenda item, if not you will have to make a motion to amend the budget and to amend the millage rate at the Commission meeting.

Mayor Via stated he remembers a lot of this discussion was brought up by our Vice-Mayor. Have you had time to go over what Mr. Forte sent with the three positions. Would you like to discuss it first?

Commissioner Penny stated, yes. He thinks this addresses some of the main concerns that he has. The only thing that he would like, is the contingency fund. He’s been getting a lot of complaints and Mr. Forte’s email has been blowing up too, about park maintenance. He would take at least \$30,000 of that \$51,000 and apply it towards park maintenance throughout the city. We have a lot of parks in our community and we’ve been focusing on Sunrise Park lately but there’s parks that get the minimum amount of maintenance because we don’t have the labor to do it so the labor is going to help them but then there may be additional supplies that need to be purchased. Updating landscaping, updating mulch, doing things more often than not. Because we have so few people in Mr. Khoury’s department to take care of these things, it gets pushed to the back. When there’s a broken waterline or sewer line that takes precedence over some of the prettier things that we like to see. He’s okay with taking the whole \$50,000 and put it towards the parks. If we’re going to update Sunrise Park in the next year, we can take that \$50,000 and spread it equally amongst the other parks and keep them as pristine. That would be the only thing that he would, he hates to put things in as contingency but he would want that money to go towards a cause and his number one cause would be towards the additional parks.

Commissioner Currie stated that she also receives a lot of emails and phone calls about our parks and some of them are over the conditions of our parks. Vice-Mayor, you are correct, we have been concentrating on Sunrise Park and we need to include other parks. She likes the idea of having a crew solely for the landscaping and usage, that way for our city because there are a lot of areas that do not look good because we don’t have the personnel to do those jobs. Like Mr. Forte has indicated, we have people that are doing the lawn stuff instead of doing their actual jobs in Public Works, which that is not good because they have tasks that they need to get done. She wholeheartedly agree. She can take the contingency and put it towards the parks as well. She does not have any heartburn with this.

Commissioner Danio stated he's under the impression that we're going to do this regardless. Is that how it works?

Mr. Forte stated, no. It's based on the outcome of this work session.

Mayor Via stated Commissioner, you have a vote, you have a voice, we all do, individually and so, if three of us want something to happen, it will happen.

Commissioner Danio stated, no. He understands that.

Mayor Via stated and if three of us don't want something to happen, it won't happen. He just doesn't want him to think this is moving forward or anything.

Commissioner Danio stated, right. Because at first we talked about, he thinks we just pulled the triggers so quick with that 5.9 mills, it sounded enticing but then when he brought up the fact that it's a need. If we have needs to help our city to better itself without a huge effect...what did Commissioner Penny say, it was going to be \$6.00 a month for the average house or something?

Commissioner Penny stated about \$100.00 a year.

Commissioner Danio stated he's okay with that too.

Commissioner Johnson stated he's been pretty much against tax increase of anything but he kind of looks at things that's best for everybody. He probably pays more property taxes than anybody here. If we raise this from 5.9 mills and he figured that out to be about, with all the property that he has, it will probably cost him about \$150.00 more a year. Then he figured out, what about a lot of people that can't afford it, he kind of estimated it out to be probably \$25.00 or \$30.00 increase per whole year for most of the residents in Holly Hill and most of this tax increase will be paid by businesses, it won't even be the residents. If it's going to increase and people can work and do things, he doesn't have a problem with it at all. He doesn't see it as a tax increase. It's \$6.25 for every thousand dollars' worth of property value you have. It's not really that much compared to others. He doesn't really have a problem with it.

Mayor Via stated just a couple of things that he wanted to bring up is, Mr. Forte, can you explain the Code Enforcement Officer, what exactly that role would be?

Mr. Forte stated we're anticipating that to be a Rental Housing Inspector. It's the beginning, it's the salary of what would be a Code Officers position. It's the initial monies to get the position started. Now, we haven't met, he spoke to Mr. Walker a little bit about it this morning. Mr. Forte stated he doesn't have all the details as far as how much revenue that would bring in, if it would be an Enterprise Fund. We anticipate there being, and we'll just use round numbers that are not going to be accurate. If there were a 1,000 rental properties in the city and we charge them \$150.00, that's a \$150,000 of revenue that we would be able to bring in and if we treated it as an Enterprise Fund, that means that you don't want to charge these landlords for monies that would then, anything in an excess of what was needed, would go into the General Fund for other things, you may get complaints from landlords for doing that. You could do it that way. You could just have it as another program and if there's excess funds, the excess funds go into the General Fund or you can treat it like an Enterprise Fund where you're only going to charge what it actually cost to run the program. This money is basically seed money to get the thing started because by the time we filter through and identify all of the properties, start to send the notices out and deal with the complaints of people now seeing a new fee for service, it's going to take quite some time to get that done. Now, what I would project is that if we are successful, if we do hire an inspector and we are successful

and we have enough revenues coming in for it to sustain itself then I don't have to necessarily budget tax payer millage money for that position, it would be funded out of the revenues generated from the landlords of the rental properties. They're operating as a business.

Mayor Via stated the reason he brings it up to this Commission is, he hears everybody here and he doesn't necessarily disagree with them. He also receives the same emails as they all do and the same complaints and so it would be nice to have more always. Just the one thing though, and he knows everyone on this Commission, we don't want to raise taxes and he knows none of them are. So, he doesn't want this to sound like any of you want to. I just want us, as a Commission, to take a look at something to where maybe we can lower our rate. Our rate has been set at 6.25 since 2019, that's four years and this would be the fifth year if we kept the current rate as it is at 6.25. He thinks they have a real chance to lower our tax rate, which remember, we don't control what the property values are, he means, in a very minuet way, we do but we don't get to control that. We only get to control our rate. When we look at the same rate, he thinks there's a real possibility here of bringing in new revenue and that would be through this new Code Enforcement Officer. He asked Mr. Forte to get with staff to find out how many BTR's (Business Tax Receipts) we have currently have for current rental properties and he believes that estimation was about 1,000 properties. Is he correct, Mr. Forte?

Mr. Forte stated that's where staff is ballparking it at. He did get a file back from the Property Appraiser's office this afternoon and they call it an HHX Properties, he doesn't know what that means. He has to filter through that because he can tell from some of the addresses, it's done by zip code and a lot of those properties are not within the city limits. Let's just play with 1,000 houses as a number.

Mayor Via stated just a quick Google search too, just so we're all on the same page, from uspopulation.org, estimates that there's 37% of our total housing, which is 74 housing units in Holly Hill are rentals, which is about 2,700 properties. He remembers seeing in the Census that number was much closer to 50% but he was unable to pull that up for this meeting. Where he's going with that is, he thinks that, first and foremost, let's talk about the rental program and see if everyone is on board with the rental program. When it was first pitched to him from Mr. Forte who implemented this many years ago before he went to Seminole County and then it was taken away by a manager and Commission after him, what would happen is, and initially when it came to him he wasn't so warm on the idea because new fees, new hoops to jump through, but what he will say is this, that he spoke to Rickie Lee, the city's Chief Building Official and he spoke to Mr. Walker about this at length and his whole thought process changed when he saw some of the pictures Code Enforcement has on some of these houses that are so-called rental units. Houses where, literally, stairs were falling down. Houses where outside decks were falling down. Houses where we had been there, Mr. Lee had been there, the city had been there to tell them, "you have to fix this very, very important structural issue", and they still weren't doing it. Houses where electrical, who knows by the grace of God, they weren't caught on fire yet. These were real deal things. One lady, who actually fell through one of these stairs, has a great lawsuit. She was crying for help. These are our citizens too and we have to look out for them. As he went into it more and more, some of these landlords, not all of them, a vast majority of these landlords want to keep up their properties and do the right thing and get top dollar for their place but there are a lot of people that just want to

skate by and just do the bare minimum and make it into a cash cow and that's unfortunate. This program, we will be able to go out and inspect these properties and make sure that they are safe. He will tell the Commission that he does expect, if we implement this program, that we will all get calls from some wealthy individuals that have homes and that's perfectly fine for them to complain about that but at the end of the day, right now they're supposed to be paying about \$50 a year for their BTR, is that correct? It's about that. So, \$50 a year so if we were to even go to \$150 a year, we're talking \$100 more on properties that their making several hundreds of dollars a month profit on and they want to do business in the City of Holly Hill, he's going to tell you one thing, if you are a cockroach landlord that wants to absolutely do the bare minimum and not care about your tenants, get mad all you want, that it's \$150 that the city is going to come out and inspect it. Why? You can go ahead and sell it. If that \$100 increase is too much for you, go ahead and sell it because he would much rather a family come and buy that property and fix it up and make it better for the whole entire neighborhood. When he thought about all of these things, he became very supportive of this program. We can talk about if we agree with that program or not. He thinks that all of us would agree with it. Let's now take it to the next step if we were to charge \$150 a year or whether it's \$200, what have you. Our HR Director, Mr. Forte and I, we spoke with her and she was the former city manager of Ponce Inlet and she said their fee is about \$400-\$500 a year. So, \$150 is not a lot of money. Now, grant it, it's a different city with more high-end what have you but nonetheless, I think it could be a significant revenue source for the city. Now the question is, how are we able to utilize that revenue source. He understands that there are, since it's an Enterprise Fund and it has to pay for its own department, but there are other funds that they are able to use money and different ways to support different things. The reason he is bringing this all up is he thinks there's an opportunity here to have staff look at a lower millage rate. Maybe not even come all the way down to 5.9 but to fund a couple of these positions and then knowing that the revenue is going to come in from the Code Enforcement side, that allows them to not only lower our rate from what it has been for the last four years but it also provides for that new revenue source to be able to fund at least that Code Enforcement Officer position. That's what he wanted to bring to the Commission to consider. There's several different scenarios that they could throw around. Reminding you too that tonight is the first hearing for setting that tax rate so it can't go above what they set tonight but it can go down by the second hearing. He will open the floor to see if anyone wants to chime in on what he just said.

Commissioner Johnson stated you're going to get \$150 to inspect a rental property, how long does it take to do the inspection?

Mr. Forte stated he doesn't know how long...it could take a half hour to an hour.

Commissioner Danio stated it could take half a day.

Mayor Via stated depending on the property.

Mr. Forte stated if you took your typical...what they are enforcing is the International Property Maintenance Code. It's not as in-depth as a fire in a new building inspection but it's enough to go through and you will find that many houses are in compliance and some are not and they're going to have a problem.

Mayor Via stated it's not a comprehensive inspection.

Commissioner Johnson stated and if there's 2,000 houses...

Mr. Forte stated it's not that easy. Unfortunately, if it were that easy it wouldn't take that

long but the issue is really, this job is not going to be a Monday thru Friday, 8:00 - 5:00 type job...

Commissioner Johnson stated because maybe you're talking three hours.

Mr. Forte stated give or take; they have to write the report...the biggest problem Commissioner Johnson is scheduling the time to meet with the occupant or the landlord because they're never home during the week, they're only home on the weekend, people work. It's going to be very difficult to get in to see these properties and inspect them. The real time consuming part of it is going to be mostly office work as opposed to field inspection work.

Commissioner Johnson asked if \$150 would cover that?

Mr. Forte stated that's just a number. He doesn't know. Like the Mayor said, Ponce Inlet was charging \$400-\$500 per property to do each one. There are other cities that have a program that we didn't seek out to see what they're charging yet. He doesn't know if one inspector is going to be enough. He may need to buy vehicles; a vehicle for each inspector, office space, office supplies. That's why he was saying this is kind of seed money to get things started. Thirty-seven thousand is barely enough to purchase a vehicle.

Commissioner Johnson stated he thinks \$150 to do an inspection, travel and pay for everything isn't enough.

Mr. Forte stated it could be. Like he said, Mr. Walker and I spoke a little bit about it this morning. We didn't poll what the other cities are doing yet and he thinks before they implement the program, we need to do all of that. That's why he said they wouldn't be starting anything for that until after the first of the year if this Commission chooses to go in that direction.

Mayor Via stated and you may be right Commissioner Johnson, when Mr. Forte first started talking to him about it, it was \$200...

Commissioner Johnson stated he thinks \$250 is a good start.

Mayor Via stated and you may be correct and I would be for that. Whatever it takes to be able to fund that. First and foremost it's coming from a public health and safety standard and if you see some of these pictures, maybe staff can have them for the Commission, some examples of some of these properties that they have had to gone in and shut down and work with some of these people and there's a reinspection. He would venture to guess the majority of those rental properties are going to be well kept up and it would be a quick inspection and that Code Enforcement Officer will learn which properties are the ones we really need to each year take a hard look at and make sure that lines aren't crossed or short cut.

Commissioner Currie stated her main concern with trying to move away from the 6.25 is the Code Enforcement Officer, they're already not going to be able to start until after the first of the year but that's going to take some time to work up. To be able to contact the owners, to be able to do the inspections, to be able to collect the fees. This FY23-24 she doesn't believe that they could rely on the fees to cover the expense. She would be open to looking at something like that for the next fiscal year because she just doesn't think those fees will come in, in that timely of a manner because of the process.

Mayor Via asked if Mr. Walker could come forward and speak directly to that. If we were, as a Commission, to move forward, let's say in the next month or two through this budget process, to create this Division within Code Enforcement, how long, do you have

any estimate, do you think we would have revenue enough to pay for this \$50,000 a year job?

Mr. Walker stated whether or not if we would have the revenue would best be answered by the City Manager. He believes that we could get the position up and going and he thinks that after the first of the year we would have a better indication of what to charge, how to implement the program and be able to ascertain whether or not we're going to keep the BTR portion of it or get rid of the BTR portion of it; some cities do both. He does believe that the program could be implemented in the FY23-24.

Commissioner Currie stated it could be implemented. What about to begin collecting the fees? Her problem is, is she doesn't know if we move forward with saying we're going to do 5.9, we won't have the fees collected that we want to run this program in enough time.

Mr. Forte stated logistically there's concerns. For example, we should probably plan on 80% collection of the properties that we know. So now, if I'm a landlord and I'm getting a bill for \$150 or \$250 just because I have to have a BTR and an inspection, my first question is going to be, "when am I going to get inspected?" Because if I pay a fee and I don't get inspected, I'm going to wonder why I'm paying a fee.

Commissioner Currie stated, yes.

Mr. Forte stated so there's a lot of logistics that have to be worked out here. Like Commissioner Johnson was alluding to, is how many do we have, how long is it going to take, is one inspector going to be able to go out there and do all of these inspections in a year. Can we do it? Or is he going to come back to the Commission in a couple of months and say he needs two inspectors. It will be funded by the revenues that come in but because of the workload and the time that it takes and scheduling, it may take more than one inspector. One is just the start up.

Commissioner Penny stated he would have to do four a day to get a 1,000 in a year. Complete four a day.

Mr. Forte stated four a day is not unreasonable. It's the reinspection that becomes...

Commissioner Penny stated it's the reinspection, it's the scheduling, it's the paperwork behind the scenes. He doesn't see them physically getting it done in twelve months. Now after 18, 24 months once we have the system in place, it might be more feasible that they say, "your inspection is going to be...the south end of town is going to be the first quarter of the year"; District 1 first quarter, District 2 second quarter. He doesn't know how this is going to work but starting this from zero, he can guarantee that October 1st, we probably wouldn't have this person hired until the end of January and start to begin a program and so now we're behind and we have to do seven a day to catch up. He sees it losing money the first year.

Commissioner Currie stated that's why she feels comfortable in providing a budget for that line item this year and then possibly, she loves the idea of it possibly paying for itself, absolutely but she just doesn't think this first year will do it.

Mr. Forte stated he doesn't think so either but he doesn't think they're going to capture all of them either. In his mind, they would inspect the properties that we receive the payments for and the year is not an October year. The year is the year from the inspection. Somebody may pay their bill on October 1st and not get inspected until September. That part doesn't matter.

Mayor Via stated here's what hearing. He's hearing that they support the program.

There was CONSENSUS from the Commission that they do support the program.

Mayor Via stated what he would say is let's ask staff to begin to, first off they have to do a little bit more research, they have to look at other surrounding cities. He would like to know what the other surrounding cities are charging. He understands that South Daytona also has a program. All of them are in agreement with moving forward with the program and staff can start moving to implement that program. It's already here listed in the budget but he would like to get that information from South Daytona and get the wheels rolling as fast as we can and Mr. Forte can bring that information back to the Commission at the next Commission meeting. Whatever Mr. Forte finds, if he can tell us how he wants to start implementing it. Commissioner Penny had a great option how to doing it district wide next year; first district, second district, next district, each quarter. He doesn't know if that's the right way.

Mr. Forte stated probably not and again, it's only because of the scheduling and he's only telling them this because of the history he had the last time he implemented it. The scheduling was the biggest hassle.

Mayor Via stated, okay. If they could still gather information for them because one way or another if this is budgeted in the budget then we're going to have to show this anyways. We're going to have to show this fund that this exists. We're going to have to create this and he thinks, in the start up role, do they need a secretary, no; do they need new office space? We have an office here. He knows those things have to be accounted for by finance and they have to be allocated but those are more of a finance thing that they're able to do.

Commissioner Penny stated he thought he heard him say this has to be an Enterprise Fund but he thought Mr. Forte said we have the choice to make it an Enterprise Fund.

Mr. Forte stated he has to check with Attorney Simpson and see if legally its an Enterprise type fund or not.

Commissioner Penny stated, okay.

Mr. Forte stated he doesn't know the answer to that.

Mayor Via stated if Mr. Forte can find that out too because obviously, this would be a great revenue source to maybe off-set some other things if legally possible. Mayor Via stated hears what the Commissioners are saying and just to let them know, he will be voting against the millage...

Commissioner Johnson asked this rental property program includes residential and business?

Mr. Forte and Mayor Via stated, no. Just residential renters.

Commissioner Johnson stated because business rentals would be a nightmare.

Mayor Via stated, yes. Businesses already have to go through an inspection process.

Mr. Forte stated just to give them an example, like with the Fire Marshal, certain businesses are inspected annually, the high-risk businesses and the others are inspected every two years. Even though they pay an annual fee, they may not get an inspection every year based on the type of hazard they are.

Mayor Via asked I wonder if we can do that with residential.

Mr. Forte stated residentials shouldn't have any hazards. They should just be standard homes and all homes should be the same but what he is saying is you may not get to them, every one of them, every year. We may set it up to say, "We will get to them when you change tenants and when you come into...when a new tenant comes in for a new water bill, that's when we would go out to inspect your property." The problem doing it

that way is if we find life safety violations that says, “Well, you can’t move in there until its done”, and now this person is thinking they’re going to walk in the door and turn on the water and they’re being told they can’t move in. There’s some logistics to this that we have to figure out.

Mayor Via stated and he has faith that him and the staff will gather more information from the surrounding cities in how they implement these programs. He’s sure there are tried and true methods. We’ll move forward with that. Tonight, he will be voting against the current rate.

Commissioner Penny stated just a couple of things he wanted to point out. We compare ourselves to South Daytona; they’re 7.75 and like what was stated earlier, 6.25 is the current rate. We’re not increasing the rate. He knows we would like to lower the rate, however, 5.9 is still technically a tax increase. The TRIM Notices went out by 6.25, he didn’t get one complaint about it.

Commissioner Currie stated she didn’t get any complaints.

Commissioner Penny stated he did have several discussions about it and he explained that his position was to keep it at the 6.25 to add these positions and everyone he talked to was in favor of it. It was five people but everyone he talked to was in favor of it. When we compare ourselves to South Daytona, 1.5 mills, that’s \$1 million dollars that you save by living in Holly Hill instead of living in South Daytona. He thinks that’s something to be proud of and he’s hoping that this doesn’t have to be treated as an Enterprise Fund because he does see it as a revenue generator and he hopes that it is because next year is Union negotiations and he’s sure there will be increases and expenses, payroll to that, and he’s hoping that this Code Enforcement Officer can hopefully offset some of those increases. One other thing, home inspections, we do wind mitigations and four point inspections by home inspectors and so its required for insurance now and it takes the inspector an hour to do both inspections and they charge anywhere from \$150-\$200 for that inspection. Just what the times worth.



3. FOOD TRUCK DISCUSSION

1.

Food Truck Discussion

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated this discussion goes back to 2016 and there’s different versions on how it started with Southern State of Mind. He wanted to come to town and we started to do that as a test and we had the taco guy down by ACE Hardware; everybody wanted to try it. There were several conversations in 2016, 2019, and 2020. All of the information is in their agenda packet. The conclusion was that we were going to try this out and allow for these food trucks to operate. Meaning that, three nights a week you can come into a business and operate and at the end of the night, you go home and then the next day you come back and you operate. Then we had rules in place for how close they can be to a residential property and things of that nature. What happened recently is there are two businesses in the city that had a...not a food truck but a food trailer that were

permanently parked in the parking lot. One at Chris' Lounge and one at Copper Bottom and it was brought to his attention and so staff sent Code Enforcement down to tell them that's not what the Ordinance says. The Ordinance says you're supposed to come in for a couple of hours and then go home. When they were cited by the city, it brought the attention to some of the Commissioners, some of the businesses solicited those Commissioners for support. One in one direction and one in another direction. Should we do seven days a week? Should we not do it at all? So, we're back to discussing, basically, the same conversation that we have back in 2016, 2019 and 2020 and it's probably going to be rehashed again as to why are we doing this. What is the purpose of us doing this? Who does it benefit? Who does it not benefit? Is it fair? Is it not fair? He will throw it out there to the two Commissioner Johns who are on totally opposite sides on the opinion on this and see where it lands.

At this time the Mayor, City Commissioners and staff shared their concerns and suggestions to possibly amend the current Ordinance that is in place. There was some lengthy discussion amongst the Commissioners.

Mayor Via recessed this workshop at approximately 6:00 PM to begin the regular City Commission meeting.

There was consensus from the Mayor and City Commissioners to continue the Food Truck discussion after the regular City Commission meeting.

(A full copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available on the city's YouTube channel)

Mayor Via reconvened this workshop at approximately 7:34 PM after the regular City Commission meeting.

Mayor Via mentioned that they heard from both sides, from Commissioner Danio and Commissioner Penny; Commissioner Currie and Commissioner Johnson. There was a continuation of a lengthy discussion from both Commissioners Penny and Danio. There was an understanding of where all of them stood pertaining to food trucks and agreed that it should be brought back up so it gives them some time to talk to the business owners who brought it up to Commissioner Penny and give him time to ask them "what is your ask?", "what do you really want?" He knows they are asking for more. There was consensus to bring this back up for discussion because there wasn't any consensus at this time. Mayor Via mentioned they can have another workshop to hash it out and staff can come back with any changes that are proposed by three of the Commissioners or no changes if that's the will of this Commission or from tonight we ask that staff draft up something with the time stipulation and then the days of week. He thinks they need to hash this out again at a workshop or for the time being he can support what Commissioner Penny's proposal but for the record, he is still going through this. He has to really think about it. There was consensus that all of the Commissioners needed more time to think about it. There was consensus to meet before the next Commission meeting at 4:00 PM on September 26th.

Mayor Via adjourned this continuation workshop at approximately 8:40 PM.

(A full copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available on the city's YouTube channel)



4. **ADJOURNMENT**

The workshop recessed at approximately 6:00 PM and will continue after the regular City Commission this evening.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 11, 2023

City Commission Chamber First Public Hearing Budget & Millage Rate Mtg

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

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

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

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - FIRST HEARINGS

1. -2023-R-44 Resolution

FIRST PUBLIC HEARING - 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 2023-2024; and Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Attorney Simpson read in its entirety, Resolution 2023-R-44:

RESOLUTION 2023-R-44

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 2023-2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on

September 11, 2023, adopted a Fiscal year 2023-2024 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, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as \$923,655,475.

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

SECTION 1. The FY 2023-2024 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.616 mills by 11.29%.

SECTION 2. The Final Public Hearing will be September 26, 2023 at 6:00 pm.

Mayor Via opened public participation.

Robin Hanger, Holly Hill and Thomas Dillan, Holly Hill.

Mayor Via closed public participation.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

RESOLUTION

2023-R-44

FIRST PUBLIC HEARING - 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 2023-2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 2023-2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 11, 2023, adopted a Fiscal year 2023-2024 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, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as \$923,655,475.

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

SECTION 1. The FY 2023-2024 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.616 mills by 11.29%.

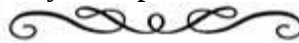
SECTION 2. The Final Public Hearing will be September 26, 2023 at 6:00 pm.

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 its adoption.

APPROVED AND AUTHENTICATED on this 11th day of SEPTEMBER, 2023 for First Public Hearing reading.

Enacted and approved this 11th day of September, 2023, in Holly Hill



2. -2023-R-45 Resolution

FIRST PUBLIC HEARING - 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 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mr. Forte mentioned that this budget will have to be tweaked just a little bit for second reading due to the three positions they discussed during the workshop. Just minor changes.

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2023-R-45

FIRST PUBLIC HEARING - 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 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 2023 - 2024; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 11, 2023 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 2023-2024.

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

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Tentative General, Enterprise and all other related Fund Budgets and Capital Improvements Programs, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

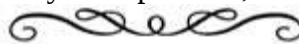
SECTION 2. Set the final public hearing for September 26, 2023 immediately following adoption of the Millage Rate Resolution.

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

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

APPROVED AND AUTHENTICATED on this 11th day of SEPTEMBER, 2023 for first public hearing.

Enacted and approved this 11th day of September, 2023, in Holly Hill



3. PUBLIC COMMENTS

The following individuals came forward to speak to the Mayor and City Commissioners:

Robin Hanger, Holly Hill; Kim Lawson, Holly Hill; and Roxinia Snyder, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - August 22, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



5. **CONSENT AGENDA - ITEMS (1 - 8)**

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission would like to further discuss an item.

Mr. Forte asked if Consent Agenda Item No. 1, pertaining to Resolution 2023-R-46 can be pulled and rescheduled. It's been sitting in the cue for a couple of months. This is the project the city received the appropriations for and we don't want to show any expenditures until staff has all of the documents signed and we haven't received them back yet. We thought that we would have it by tonight's meeting. They will reschedule it for a future meeting date.

Other than Mr. Forte pulling Consent Agenda Item No. 1, no one from the audience or City Commission spoke to any item.

1. **-2023-R-46 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg & Associates, Inc., to Provide Professional Consultant Services to Extend the Sewer Force Main Further West Across Nova Road at 10Th Street in an Amount Not to Exceed \$47,700.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Pulled by Mr. Forte and will be rescheduled for a future meeting.

RESULT:	PULLED BY CITY MANAGER	Next: 9/26/2023 6:00 PM
----------------	-------------------------------	--------------------------------

RESOLUTION

2023-R-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO EXTEND THE SEWER FORCE MAIN FURTHER WEST ACROSS NOVA ROAD AT 10TH STREET IN AN

AMOUNT NOT TO EXCEED \$47,700.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO EXTEND THE SEWER FORCE MAIN FURTHER WEST ACROSS NOVA ROAD AT 10TH STREET IN AN AMOUNT NOT TO EXCEED \$47,700.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to extend the sewer force main at 10th Street further west across Nova Road; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has provided a scope of services; and

WHEREAS, the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., on January 25, 2022.

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

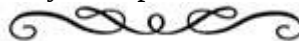
SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional services for the sewer force main extension west across Nova Road at 10th Street at an amount not to exceed \$47,000.00.

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 11th day of September, 2023, in Holly Hill



2. -2023-R-47 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida Approving the Piggyback of Canaveral Port Authority Agreement PUR-RFQ-23-2 and Approving an

Agreement with Rush Marine, LLC to Perform Repairs to the Southwest Bulkhead in Sunrise Park North at a Cost of \$66,986.00; and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING THE PIGGYBACK OF CANAVERAL PORT AUTHORITY AGREEMENT PUR-RFQ-23-2 AND APPROVING AN AGREEMENT WITH RUSH MARINE, LLC TO PERFORM REPAIRS TO THE SOUTHWEST BULKHEAD IN SUNRISE PARK NORTH AT A COST OF \$66,986.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING THE PIGGYBACK OF CANAVERAL PORT AUTHORITY AGREEMENT PUR-RFQ-23-2 AND APPROVING AN AGREEMENT WITH RUSH MARINE, LLC TO PERFORM REPAIRS TO THE SOUTHWEST BULKHEAD IN SUNRISE PARK NORTH AT A COST OF \$66,986.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is an approximately 30-foot section of the southwestern bulkhead at Sunrise Park North that has damages in need of repair in order to mitigate future losses; and

WHEREAS, Rush Marine has an active agreement with the Canaveral Port Authority to provide marine construction and repairs; and

WHEREAS, the City of Holly Hill has been offered a discounted rate for the repair of the southwestern bulkhead at Sunrise Park North.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a piggyback of Canaveral Port Authority agreement PUR-RFQ-23-2, and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approve an

agreement with Rush Marine, LLC to perform repairs to the southwest bulkhead at Sunrise Park north at a cost of \$66,986.00, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 11th day of SEPTEMBER, 2023.

Enacted and approved this 11th day of September, 2023, in Holly Hill



3. -2023-R-48 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Sole Source Direct Purchase of a Triplex Control Panel for Lift Station 4 and Authorizing the City Manager Execute the Purchase of the Control Panel in the Amount of \$62,750.00 from Hydra Service(S), Inc.; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE DIRECT PURCHASE OF A TRIPLEX CONTROL PANEL FOR LIFT STATION 4 AND AUTHORIZING THE CITY MANAGER EXECUTE THE PURCHASE OF THE CONTROL PANEL IN THE AMOUNT OF \$62,750.00 FROM HYDRA SERVICE(S), INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE DIRECT PURCHASE OF A TRIPLEX CONTROL PANEL FOR LIFT STATION 4 AND AUTHORIZING THE CITY MANAGER EXECUTE THE PURCHASE OF THE CONTROL PANEL IN THE AMOUNT OF \$62,750.00 FROM HYDRA SERVICE(S), INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff is requesting to purchase a Triplex control panel for Lift

Station 4; and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps and control panels; and

WHEREAS, Hydra Service(s), Inc., is the Sulzer-ABS sole source distributor of these pumps; and

WHEREAS, by Section 30-71 of the Holly Hill Code of Ordinances, "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city."

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

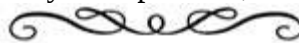
SECTION 1. That the City Commission does hereby authorize the sole source direct purchase of a Triplex control panel from Hydra Service(s), Inc., and authorizes the City Manager to execute the purchase of these pumps.

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

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

APPROVED AND AUTHENTICATED on this 11th day of SEPTEMBER, 2023.

Enacted and approved this 11th day of September, 2023, in Holly Hill



4. -2023-R-49 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Sole Source Direct Purchase of Pumps for Lift Station 4 and Authorizing the City Manager Execute the Purchase of Three (3) Wastewater Pumps in the Amount of \$123,085.00 from Hydra Service(S) Inc.; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2023-R-49**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE DIRECT PURCHASE OF PUMPS FOR LIFT STATION 4 AND AUTHORIZING THE CITY MANAGER EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF \$123,085.00 FROM HYDRA SERVICE(S) INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE DIRECT PURCHASE OF PUMPS FOR LIFT STATION 4 AND AUTHORIZING THE CITY MANAGER EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF \$123,085.00 FROM HYDRA SERVICE(S), INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff is requesting to purchase three (3) pumps for Lift Station 4; and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps; and

WHEREAS, Hydra Service(s), Inc., is the Sulzer-ABS sole source distributor of these pumps; and

WHEREAS, by Section 30-71 of the Holly Hill Code of Ordinances, "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city."

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

SECTION 1. That the City Commission does hereby authorize the sole source direct purchase of three (3) pumps from Hydra Service(s), Inc., and authorizes the City Manager to execute the purchase of these pumps.

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

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

APPROVED AND AUTHENTICATED on this 11th day of SEPTEMBER, 2023.

Enacted and approved this 11th day of September, 2023, in Holly Hill



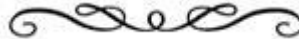
5.

Granicus Master Subscription Agreement - IQM2 Agendas & Minutes Renewal October 1, 2023 - September 30, 2024

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



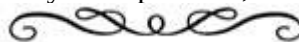
6. -DOC-2023-11

Renew the Employee Benefits Insurance Agent of Record Agreement with Brown & Brown for the First of Three Renewal Options

(Requested by Joseph Forte, City Manager)

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



7. -DOC-2023-12

State of Florida Appropriation 2023 Legislature Division of State Fire Marshal Florida
Department of Financial Services Holly Hill Fire Station Replacement Grant

(Requested by Michele Moore, Finance)

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



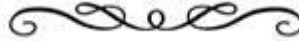
8. -DOC-2023-13

Thomson Reuters (Clear) Contract Q-07259504 Agreement Between Holly Hill Police
Department and Thomson Reuters (CLEAR), Effective Date, 10/1/2023-09/30/26

(Requested by Jeff Miller, Police)

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



6. **REGULAR AGENDA**

1. -2023-R-50 Resolution

A Resolution of the City Commission of Holly Hill, Florida, Establishing Participation in the Senior Management Service Class; Providing for Authority to the City Manager for Implementing Administrative Actions; Providing for Scrivener's Errors and Conflicts; and Providing for Severability and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION**2023-R-50**

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, ESTABLISHING PARTICIPATION IN THE SENIOR MANAGEMENT SERVICE CLASS; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS AND CONFLICTS; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature has established a separate class of membership within the Florida Retirement System to be known as the "Senior Management Service Class"; and

WHEREAS, participation in the Senior Management Service Class shall be designated by the City Commission of the City of Holly Hill, Florida as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill had previously designated the City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner, Human Resources Manager and Assistant City Manager as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121; and

WHEREAS, the City Commission of the City of Holly Hill now designates the

additional position of the Chief Building Official, as part of the Senior Management Service Class as indicated in the Florida Statute Chapter 121.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission of the City of Holly Hill designates the following positions as the Senior Management Service Class: City Manager, Finance Director, Public Works Director/City Engineer, Community Development Director/City Planner, Human Resources Manager, Assistant City Manager, Chief Building Official.

SECTION 2. COMMISSION APPROVAL. The City may designate the position of Chief Building Official, for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that the intent to designate the position for inclusion in the class shall be published once a week for two (2) consecutive weeks in the local newspaper of jurisdiction. For this position now designated, it would be for all service performed effective October 1, 2023.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 4. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

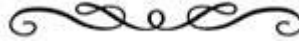
SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of AUGUST, 2023.

Enacted and approved this 11th day of September, 2023, in Holly Hill



2.

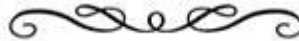
2023-2024 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2023-2024 Holly Hill Police Department

(Requested by Jeff Miller, Police)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



3.

Foreclosure and Vacant Property Registration Process Agreement - Hera Property

(Requested by Brian Walker, Board of Planning and Appeals)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 11th day of September, 2023, in Holly Hill



7. **PUBLIC HEARINGS - NONE.**

None.

8. **COMMUNICATIONS**

A. City Manager Comments

Mr. Forte mentioned that there are two things that he wanted to bring to the Commissioners attention. One is the sale of the Union Congregational church behind City Hall on Daytona Avenue. He has approached by two people and neither one of them have any authority with regard to the sale of that property that said that the church was not happy with the proposed buyer and wanted him to intervene in that. He sent an email off to the attorney to say “this is what’s happening and I don’t want to intervene in somebody else’s real estate deal” and he still doesn’t know if the deal is going through or not. But if the Commissioners are hearing anything about that, he’s not in a position to intervene in somebody’s real estate purchase and sale agreement unless the attorney contacts him and either sends me a counter offer or requests a counter offer from the city. He just wanted to let them know that he’s not inserting himself where he doesn’t belong. The other thing he wanted to make the Commissioners aware of is 921 Daytona Avenue is a duplex property that has had some Code Enforcement violations and for whatever reason the owner of half of the duplex appears to have illegally subdivided the duplex and then quitclaim deeded that property over to the city. The city now owns half of an illegally subdivided duplex that, upon him finding out about it, we’ve had locks put on the door and the water turned off. There’s another owner to Unit B of that duplex who is in a medical rehab facility and he has spoken with him and he has talked to his brother who lives in Oregon. Mr. Forte stated the brother was actually living in Unit A, the unit that the city owns. Mr. Forte stated that he told him that he can’t go back there because the city is now liable for everything. Mr. Forte stated that lives out in Oregon and said, “Look, I have no interest in having this property, no interest in keeping this property”, and I’m not opposed to, if the Commission doesn’t object, to turning Unit A over to Jake and Jill Ferguson, the brothers, so that they own it; only with the condition of it’s got to be repaired. It’s in disrepair. The roof leaks, the sewer line is broken on one side. There are some Code Enforcement violations that are on it. Unless the Commissioners have any objection, he would like to go into an agreement with them that says, “I’ll give you so many days to bring the property up to Code compliance”; I’ll quitclaim the very same deed back to them, put it in escrow with the attorney’s office and once they come into compliance then maybe the city can sign that and issue the property over to them. It was given to the city by some obscure reason. He doesn’t know why. He doesn’t think that the city deserves to take it. Technically, can we sell it? He thinks there would be more challenges because he doesn’t think it was subdivided properly and it would probably cost the city a bunch of time and money and he just doesn’t think it’s worth it.

Mayor Via mentioned Mr. Forte is just asking for consensus.

There was CONSENSUS from the City Commission for Mr. Forte to move forward.

Mayor Via mentioned that it wasn’t the city’s to begin with so he is in agreement with what Mr. Forte has said.

B. City Attorney Comments
None.

C. City Commission Comments

Commissioner Currie mentioned the upcoming tournament at Pictona and the sign that Mr. Forte is working on for the wall. She would like to see it up there and the camera shinning on it. Mr. Forte mentioned that he is still waiting to hear back from the guy. Commissioner Currie thanked Mr. Forte, city staff, the police department, Mr. Walker, Code Enforcement, everyone that has been involved with the hotels on Ridgewood Avenue. The Commission gave direction a few months ago to city staff to try and get our corridor cleaned up and get some of those buildings to Code. She just attended a meeting this morning on one of the hotels, actually two hotels one owner, and the only reason she did that was because she used to be one of our police explorers so there was that personal relationship to try and mediate any hard feelings or anything going on with those properties and she thinks city staff did a wonderful job as she sat in on that meeting so she just would like to commend them for all of the hard work their doing to help us to clean our city up. She will also be attending the Crime Stoppers dinner and is looking forward to that. She is always a huge supporter of our first responders. Thanked everyone for coming out to speak during the meeting tonight.

Commissioner Johnson mentioned that there was a great turnout for Smokey Yunick's event a couple of weeks ago. Commissioner Johnson explained what the monument ceremony was about to the audience. He owned and operated the "Best Damn Garage in Town" right next to Marina Grande in 1947-1987. There's a great monument in his honor. Commissioner Johnson mentioned the speeding problem on Alabama that was mentioned a couple of meeting ago, close to his business and by Flight Gymnastics maybe some portable speed bumps can be placed there on Alabama and try it. It is a problem with the speeding. It's just an idea.

Commissioner Penny stated he received an email correspondence from Mayor Lois Paritsky, from the Volusia League, that she would like to do a presentation to our Commission. He gave it to Mr. Forte and she is going to come and do a presentation to possibly do a Citizens Academy after the first of the year. Not so much an academy but informing citizens about advocacy opportunities to get involved with their legislators. Commissioner Penny informed everyone about the Christmas Club will be December 9, 2023 at 9:00 AM at R & R Industries in Holly Hill if anyone would like to come and participate to fill the Christmas food boxes. Commissioner Penny mentioned he completed the homework they assigned him with a couple of weeks ago involving the Silver Beach neighborhood, the nine houses whether it's a 6 foot fence or a 4 foot fence or no fences. There are nine houses there, he made several attempts to contact them all, two he could never find at home, he left his card to call him but there's no overwhelming support one way or the other. One lady said she has no opinion at all, she doesn't care. One person said that they would like 4-foot fences on both sides, three people said they would like 6-foot fences on Riverside and two people said they like 6-foot fences on Silver Beach. At the end of the day, the lady that came and brought it to our attention, I said, "I don't think the City Commission is going to do anything because no matter what we do, we're going to make several people upset. What's happening down there is

happening down there. You declare what's the front of your house or what's the back of your house. I don't believe the Commission is going to take any action on it." That's how he left it. That was the polling that the community gave. While he was down there another issue came up is speeding on Riverside Drive down there going south by 3rd Street and asked about if the city had any speeding devices that could be put out there. He did look up Ms. Synder's house and she does have homestead exemption on it. It's unfortunate timing when she bought the house compared to her neighbors. Her neighbors have been there a long time.

D. Mayor's Comments

Mayor Via reminded the everyone that at the next City Commission meeting, the City Catalyst Grant from the Florida League of Mayors; the presentation for the Imagination Library, \$2500 grant that the city received so that any citizen in the community, 5 years old and under can receive free books throughout the year, once a month. If you know of anyone under 5, please, spread that word. It's going to be a great program. They will come here to the Commission and present the check, is that correct?

Ms. Manning, City Clerk, stated, yes.

Mayor Via thanked Commissioner Currie once again for going to the conference and accepting that check ahead of time. Some of you may have seen on social media that at Sunrise Park there's going to be a Farmers Market. It's not a city sponsored event, like the city has tried in the past but it is two local ladies that came together that want to put together this Farmers Market. They put out feelers out within the community and they had an overwhelming response of people wanting it. They are going through that process and he believes the permits have already been approved. It will be on Sunday, October 22 from 9:00 AM - 3:00 PM. Mayor Via thanked Mr. Forte and Finance and staff because he received a call from a very concerned and distraught citizen who lives on 3rd Street and she has a limited income and she visited her family out of town and when she got back she had her lawn mowed and somebody had told her the water spigot outside was leaking and when she got her water bill in the beginning of September the bill came back at \$1400. She's a single person and her bill is normally no more than \$70 a month and she said it was more than her tax bill and he looked it up and it was. Her tax bill is \$1100 a year. He is very aware of how each dollar affects people. He contacted Mr. Forte and he got with Finance to help this lady and is hopefully on a payment plan. Mayor Via mentioned they talked about how and why did this happen. He thought there were protections in place and they kind of are and apparently staff did what they were supposed to do; they did the hanger on the door, she didn't receive that because she was out of town and for one reason or another, the leak kept going to \$1400. Mr. Forte was looking into some discussions as to how they can prevent this in the future. If there's a fast-spinning leak, staff can go ahead and shut that off; if it's a slower leak like in this case, then they don't necessarily shut it off right away. Moving forward, if this continues to happen, if we see that it's continuously leaking over a period of time then there needs to be contact made to that resident or homeowner there to make sure that they are aware of the leak and if not, like in this case, find out she's out of town then obviously, the water needs to be shut off until they can get home to repair that. There has to be contact made before the water is shut off that way, they know it's a leak. Mayor Via informed

everyone that the notice of chlorine came out. Mayor Via mentioned the Veterans Memorial foundation is finally poured. It's a work in progress.

Mr. Forte stated the monument should be here after the first of the year. He's saying February with the hopes it will be January. They do need to think about an unveiling and what he mentioned to the Mayor is that once it's put in, he intends to wrap it somehow, whether with cloth or material or something so that it's visibly displayed yet until we unveil it formally.

Mayor Via stated that he has spoken to Congressman Waltz and he is very excited about it and is looking forward to that. Mayor Via mentioned that he is looking forward to attending the annual Crime Stoppers this week with Chief Miller and thanked the Police Department and the men and women in blue for everything that they do. There's a Round Table meeting from the Volusia League of Cities with the State Reps and State Senators from 3:30 PM - 5:00 PM to discuss upcoming Legislative issues. County Councilman Troy Kent will be here on Monday, September 18th here in the Commission Chambers from 5:00 PM - 6:00 PM, open to the public. Chamber Breakfast the following morning.

9. ADJOURNMENT

The meeting adjourned at approximately 7:25 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 26, 2023

City Commission Chamber Second Public Hearing Budget & Millage Rate Mtg

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

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

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

2. PUBLIC HEARINGS - FINAL BUDGET & FINAL MILLAGE RATE - SECOND HEARINGS

1. -2023-R-51 Resolution

PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Michele Moore, Finance Director updated the Mayor and City Commissioners with updated information and stated originally we were at 6.25 with \$105,000 in contingency and that included the additional \$214,000 in services then we discussed going to 5.9, including the \$213,000 in services, we have a deficit of \$97,438. At 6.0 we have a deficit of \$36,000 and at 6.06 we have everything covered with nothing in contingency. She would like to point out that she did not estimate any revenue for the new position that we are including.

Mayor Via asked for the Code Enforcement position?

Mrs. Moore stated, yes.

Mr. Forte stated not knowing exactly what that revenues going to be, there should be

Attachment: Minutes - September 26, 2023 - Regular CC & Second PH on Budget meeting (4279 : Minutes)

plenty of revenue in there to cover the shortfall. Certainly, of the \$36,000; potentially of the \$90,000. So, it's kind of where you're comfortable level is going to be. If you want to approve the budget at 5.9 knowing that there's a deficit of \$97,000 but no revenue showing that would come in as a result of that rental housing inspector. You know where those numbers are; they're pretty close to a 1,000 rental units already. We haven't determined what that fee would be but even if it was \$100 per unit, you're looking at \$100,000 of revenue. He thinks they should be safe covering it and on a worse case scenario, we end up having to do a budget amendment later on in the year.

Mayor Via stated and for the record, that's where he's at. He wants to see that self sufficient right away. He believes we will be able to have that up and running to have the revenues actually pay for that position for the inspector.

Commissioner Penny stated he's comfortable with the 5.9 with the budget we proposed. So, there will be a deficit of \$97,438.

Mr. Forte stated, right. That will include the three positions and the money set aside for the parks and he will be able to project for the Commission a revenue on the inspection position.

Mayor Via stated, good and we can continue that discussion on Item #2 when we speak about the budget. We can clarify those things but we're going to move forward with Item #1, Resolution 2023-R-51.

Attorney Simpson read the entirety of the Resolution into the record:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 11, 2023, adopted a Fiscal year 2023-2024 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, on September 26, 2023, adopted a Fiscal year 2023-2024 final 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 \$921,791,272.

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

SECTION 1. The FY 2023-2024 final operating millage is 5.9 mills, which is greater than the rolled-back rate of 5.616 mills by 5.06%

SECTION 2. The Final Public Hearing was held on September 26, 2023 at 6:00 pm.

Mayor Via opened public participation.

Heidi Heller, Holly Hill, spoke.

Mayor Via closed public participation.

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

RESOLUTION**2023-R-51**

PUBLIC HEARING - SECOND READING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

THIS RESOLUTION WAS UPDATED AT THE REGULAR CITY COMMISSION MEETING TONIGHT DUE TO THE UPDATED INFORMATION GIVEN TO THE CITY COMMISSION DURING THE WORKSHOP THIS EVENING FROM THE FINANCE DIRECTOR. THE UPDATED RESOLUTION IS IN THIS AGENDA ITEM UNDER THE DISCUSSION SECTION OF THE ITEM.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 11, 2023, adopted a Fiscal year 2023-2024 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, on September 26, 2023, adopted a Fiscal year 2023-2024 final 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 \$923,655,475.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The FY 2023-2024 final operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.616 mills by 11.29%

SECTION 2. The Final Public Hearing was held on September 26, 2023 at 6:00pm.

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

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

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023 for final reading.

Enacted and approved this 26th day of September, 2023, in Holly Hill



2. -2023-R-52 Resolution

PUBLIC HEARING - SECOND READING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mr. Forte stated when they make the motion on this just make the motion that you mentioned that you have approved the budget as amended in the work session.

Mayor Via opened public participation. No one spoke.

Mayor Via stated he will entertain a motion now and as stated by Mr. Forte as what was discussed in their workshop earlier tonight.

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

RESOLUTION

2023-R-52

PUBLIC HEARING - SECOND READING - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

**CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE FINAL BUDGET FOR THE CITY OF
HOLLY HILL FOR THE FISCAL YEAR 2023 - 2024;
PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 11, 2023, held a public hearing for the tentative budget as required by Florida Statute 200.065; and

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 26, 2023, held a public hearing for the final budget 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 2023-2024.

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

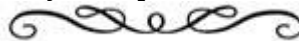
SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Final General, Enterprise and all other related Fund Budgets, which are attached hereto and incorporated herein as Exhibit “A”, which may later be amended by the City Commission.

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

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

**APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER,
2023 for final reading.**

Enacted and approved this 26th day of September, 2023, in Holly Hill



3. PRESENTATION

1.

FL League of Mayors and Business Watch - City Catalyst Grant Presentation

(Requested by Valerie Manning, City Clerk)

From the Florida League of Mayors Scott Dudley, Executive Director, Hector Samario from Business Watch presented a check in the amount of \$2,500 to the members of the Early Learning Coalition of Flagler and Volusia Counties. Erica Garris, Nancy Walsh, Allison Miller, and Serena Piper. The \$2,5000 will be matched by the Seabreeze Kiwanis

Club to assist in paying for books through *Dolly Parton's Imagination Library*. Children under the age of 5, living in Holly Hill, are eligible to receive a free book every month at no cost.

RESULT: NO VOTE NEEDED



4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

Dawn Bolin, Holly Hill.

5. APPROVAL OF MINUTES - NONE

6. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion.

Commissioner Penny stated he would like to remove Consent Agenda number one, Resolution 2023-R-53, for further discussion.

Mr. Forte stated he would like to pull Consent Agenda number 3, Resolution 2023-R-46, for further discussion.

Mayor Via mentioned at this time they will make a motion to APPROVE CONSENT AGENDA ITEMS 2 AND 4.

Mayor Via opened public participation.

Dawn Bolin, Holly Hill spoke on Consent Agenda item number 2.

Mayor Via closed public participation.

*Commissioner Johnson made a motion to **APPROVE CONSENT AGENDA ITEMS 2 AND 4**, seconded by Commissioner Penny.*

PASSED, 5-0.

RESOLUTION 2023-R-53 DISCUSSION:

Commissioner Penny shared his concerns about this contract being extended for one year, year after year and year. He will vote tonight to extend the contract but he is really disappointed in the level of service that the Holly Hill YMCA receives based on the improvements and the money spent at all the other facilities in the organization and he thinks they need to negotiate fairly next year before this comes back. He's not in favor of one additional extension of the contract without some negotiation.

Mayor Via stated he concurs with that and he applauds Mr. Forte for keeping their feet to the fire. As we know, he has been a great negotiator on behalf of the city and making sure to hold them to their agreements. Especially, with this renewal coming up and the way that the head of the YMCA shot back at Mr. Forte when it was their fault that they didn't come to us and ask for whatever else that they wanted and then was offended that Mr. Forte asked them to come and present it to the City Commission. Mr. Forte let them know that we will approve this but they need to come back to the city in June or July 2024 to negotiate some things. We need to make sure we get everything we can for the Holly Hill YMCA.

Mr. Forte stated just in response back to the director of the YMCA, he told him that we will need to open up the entire contract and renegotiate all of the terms and conditions in this next year.

Mayor Via opened public participation.

Jim Legary, Holly Hill.

Mayor Via closed public participation.

*Commissioner Penny made a motion to **APPROVE CONSENT AGENDA ITEM 1, RESOLUTION 2023-R-53**, seconded by Commissioner Danio.*

PASSED, 5-0.

RESOLUTION 2023-R-46 DISCUSSION:

Mr. Forte stated this item has been pushed down the line for several meetings and it's because staff is waiting on a signed agreement from the FDEP. We finally received it and executed it. We sent it back and we're waiting on their executed copy to come back to us. What he would like to do is make this motion to be effective or to authorize him to execute this agreement after we receive the executed agreement from FDEP. The motion should say, *"Effective upon signing of the FDEP agreement, approve and authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional consultant services to extend the sewer force main further west across Nova Road at 10th Street in an amount not to exceed \$47,700".*

Mayor Via opened public participation. No one spoke.

*Commissioner Danio made a motion to **APPROVE CONSENT AGENDA ITEMS 3, RESOLUTION 2023-R-46 effective upon signing of the FDEP agreement, approve and authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional consultant services to extend the sewer force main further west across Nova Road at 10th Street in an amount not to exceed \$47,700**, seconded by Commissioner Johnson.*

PASSED, 5-0.

1. -2023-R-53 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign an Amended Renewal Lease Agreement Between the City and the Volusia/Flagler Ymca; Establishing the Terms of This Agreement; Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION

2023-R-53

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

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

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

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

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

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

SECTION 2. That the term of this agreement shall commence on October 1, 2023 and shall continue for a period of (1) one year, expiring on September 30, 2024. The entirety of this Agreement will be negotiated for renewal providing each party has agreed upon new terms and conditions no later than June 30, 2024.

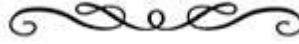
SECTION 3. SEVERABILITY. If any section or portion of a section of this

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

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

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



2. -2023-R-54 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the City of Clermont, FL (Agreement No.2023-071), for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., Establishing an Annual Cost Not to Exceed \$75,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

**RESOLUTION
2023-R-54**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF CLERMONT, FL (AGREEMENT NO.2023-071), FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., ESTABLISHING AN ANNUAL COST NOT TO EXCEED \$75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE CITY OF CLERMONT, FL (AGREEMENT NO.2023-071), FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., ESTABLISHING AN ANNUAL COST NOT TO EXCEED \$75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer

pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc. has an active Agreement (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill may piggyback; and

WHEREAS, adequate funds are available within the sewer operating budget to pay for the purchase of services in an amount not to exceed \$75,000 annually.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the City of Clermont, FL Agreement (ITB# 08-23) with Danus Utilities, Inc.

SECTION 2. That the City Commission of the City of Holly Hill approve as needed service for purchase of sanitary sewer manhole, vault, and lift station rehabilitation services from Danus Utilities, Inc., in an amount not to exceed \$75,000 annually, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



3. -2023-R-46 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg & Associates, Inc., to Provide Professional Consultant Services to Extend the Sewer Force Main Further West Across Nova Road at 10Th Street in an Amount Not to Exceed \$47,700.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION**2023-R-46**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO EXTEND THE SEWER FORCE MAIN FURTHER WEST ACROSS NOVA ROAD AT 10TH STREET IN AN AMOUNT NOT TO EXCEED \$47,700.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES TO EXTEND THE SEWER FORCE MAIN FURTHER WEST ACROSS NOVA ROAD AT 10TH STREET IN AN AMOUNT NOT TO EXCEED \$47,700.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to extend the sewer force main at 10th Street further west across Nova Road; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has provided a scope of services; and

WHEREAS, the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., on January 25, 2022.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional services for the sewer force main extension west across Nova Road at 10th Street at an amount not to exceed \$47,000.00.

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



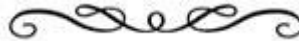
4.

Property & Liability Insurance for FY 2024

(Requested by Michele Moore, Finance)

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

Enacted and approved this 26th day of September, 2023, in Holly Hill



7. **REGULAR AGENDA**

1. -2023-R-55 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract of Fire Station Construction to Sabounji Construction, Inc., in the Amount of \$3,375,700.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION

2023-R-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT OF FIRE STATION CONSTRUCTION TO SABOUNJI CONSTRUCTION, INC., IN THE AMOUNT OF \$3,375,700.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT OF FIRE STATION CONSTRUCTION TO SABOUNJI CONSTRUCTION, INC., IN THE AMOUNT OF \$3,375,700.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an Invitation to Bid was advertised for the construction of a replacement Fire Station; and

WHEREAS, five (5) proposals were received for this project; and

WHEREAS, Sabounji Construction, Inc., was the apparent low bidder for this project; and

WHEREAS, the proposal from Sabounji Construction has been vetted with a recommendation of award given by Hall & Ogle Architects, Inc.; and

WHEREAS, there is adequate funding in the current budget for this project.

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

SECTION 1. That the City Commission of the City of Holly Hill award the contract of Fire Station Construction to Sabounji Construction, Inc., in the amount of \$3,375,700 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 its adoption

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



2. **-2023-R-56 Resolution**

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Water and Sewer Rate Schedule for the City of Holly Hill for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

Mayor Via opened public participation.

Heidi Heller, Holly Hill; Dawn Bolin, Holly Hill.

Mayor Via closed public participation.

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

RESOLUTION**2023-R-56**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE WATER AND SEWER RATE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes to the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities).
2. The Citywide Fee Schedule has been modified to incorporate 2022 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.
3. The Schedule of Fees (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are increased, as set forth in the FY 2023-2024 Proposed Water and Sewer Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which

they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2023-2024 Proposed Water and Sewer Fee Schedule (Attachment "A").

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2023-2024 Proposed Water and Sewer Fee Schedule (Attachment "A") become effective on October 1, 2023.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



3. -2023-R-57 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, in Opposition to the Proposed Construction of the Belvedere Fuel Farm Near Ormond Beach in the Unincorporated Area of Volusia County At, or About 874 Hull Road, Ormond Beach, Florida.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Dawn Bolin, Holly Hill; Jim Legary, Holly Hill; Sharon Miller, Holly Hill.

Mayor Via closed public participation.

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

RESOLUTION

2023-R-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, IN OPPOSITION TO THE PROPOSED CONSTRUCTION OF THE BELVEDERE FUEL FARM NEAR ORMOND BEACH IN THE UNINCORPORATED AREA OF VOLUSIA COUNTY AT, OR ABOUT 874 HULL ROAD, ORMOND BEACH, FLORIDA.

A RESOLUTION OF THE CITY COMMISSION OF THE

**CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
IN OPPOSITION TO THE PROPOSED CONSTRUCTION
OF THE BELVEDERE FUEL FARM NEAR ORMOND
BEACH IN THE UNINCORPORATED AREA OF VOLUSIA
COUNTY AT, OR ABOUT 874 HULL ROAD, ORMOND
BEACH, FLORIDA.**

WHEREAS, the proposed Belvedere fuel farm would consist of 16 tanks, some 40 feet tall, that will store more than 20 million gallons of gasoline, diesel, ethanol, biodiesel, additives, and propane and will feed a continuous stream of tanker trucks (approximately 164 trucks per day); and

WHEREAS, this is an extreme use of commercial zoning which has proximity to the residential neighborhoods of Bear Creek Retirement Community, Ormond Lakes, Ormond Grande Townhomes, Village of Pine Run as-well-as the Ormond Beach Sports Complex with its 29 sports fields. The presence of such a high-use terminal in proximity to residential and recreational facilities with its traffic and noise generated 24-hours a day would negatively impact the quality of life of many tax-paying residents; and

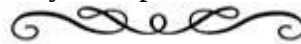
WHEREAS, there are potential safety issues that would exist with the proximity of Ormond Beach Municipal Airport and airport runway, which averages 119,000 operations (takeoffs or landings) per year. Operations include providing flight instruction to student pilots. The risk of potential collisions and catastrophic effects are a major concern; and

WHEREAS, there are numerous environmental concerns which would be created. Air quality is impacted by the release of harmful chemicals during fuel storage, transfer, and loading operations. These chemicals can cause a variety of health problems including eye, nose, and throat irritation; headaches and loss of coordination; damage to the liver, kidneys, or central nervous system. Fuel farm emissions, such as benzene, are known to cause cancer. There is also the risk of spills and leaks, which can release large amounts of pollutants into the environment. Spilled fuels can contaminate soil, groundwater, and surface water, posing risks to the aquifer and impacting our drinking water. Storage of flammable and combustible materials also adds additional risks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA supports the efforts of the Volusia League of Cities and its members to oppose the construction of the Belvedere Fuel Farm in unincorporated Ormond Beach, and recommends the developer seek a more suitable location in a more remote location outside Volusia County.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



4.

Uncollectible Utility Account Adjustments

(Requested by Michele Moore, Finance)
Mayor Via opened public participation.
 Dawn Bolin, Holly Hill.
Mayor Via closed public participation.

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

Enacted and approved this 26th day of September, 2023, in Holly Hill



5.

Request that the City Commission Determine Whether or Not a Nuisance Exist at 1625 Anniston Avenue, and If So, Determine What Course of Action Should be Taken

(Requested by Brian Walker, Board of Planning and Appeals)

Brian Walker, City Planner went briefly went over his staff report and showed a PowerPoint presentation during his presentation. Mr. Walker further went on to state that the purpose of this agenda item is for staff to request that the City Commission determine whether or not a nuisance exist at 1625 Anniston Avenue, and if so, determine what course of action should be taken. Mr. Walker informed the Commission that Chapter 26, Section 26-61 of the Holly Hill Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, and storage of junk, as well as other items. Section 26-62 states that it is unlawful for any person to create a nuisance, or suffer or permit a nuisance to exist, upon property which is under their care, custody or control and Exhibit A - Sections 26-61 and 26-62 is in their agenda packet for further review. It is staff's position that the property known as 1625 Anniston Avenue has a long history of accumulating trash and debris, meeting the definition of a nuisance, and that the property owner has created the nuisance, and permitted the nuisance to continue. Mr. Walker briefly discussed the history of this property with the Mayor and City Commission and mentioned that the numerous Notices of Violation (NOV) related to junk, clutter, untagged and inoperable trailers and vehicles being stored on the property, and for conditions that provide harborage for rats, snakes, and other wildlife are in their packets as well. The last NOV was issued on April 4, 2023 and that is Exhibit B - Notices of Violation in their packet. Sample photographs of the property are attached and document the appearance of the property over a span of 10 years. They are titled by the dates taken and labeled as follows:

Pictures taken 02-03-13
 Pictures taken 08-28-13
 Pictures taken 12-21-22
 Pictures taken 04-05-23
 Pictures taken 09-14-23

The pictures demonstrate that although items have come and gone from the property, there has consistently been clutter and junk at varying degrees and that at no time during this span, has the property been in compliance with the City's regulations with regard to junk and clutter on a property. The property owner has been taken before the Special Magistrate numerous times for violations related to junk, clutter, debris, scrapping and inoperable vehicles on the property, and found to be in violation. For example, some of the dates that the property has been taken before the Special Magistrate for trash, debris and junk related items, are as follows:

July 26, 2013 - storage of junk, litter and trash, harborage for vermin

August 28, 2013 - storage of junk, litter and trash, harborage for vermin

August 26, 2015 - untagged boats, trailers and inoperable vehicles

September 23, 2015- untagged boats, trailers and inoperable vehicles

January 19, 2023 - conducting a scrapping business on the property, junk and debris

April 20, 2023 - Trash, junk debris, scrapping business, and received permission from the Special Magistrate (pending ruling of same by the City Commission) to enter the property and to remove all items declared a nuisance under Section 26-61, at the owner's expense.

(Exhibit C - Magistrate Orders and Related Recorded Liens)

Through the years, the homeowner has repeatedly stated that she would clean up the property. In her case notes of October 16, 2012, Code Enforcement Officer, C. Towne, documented that Ms. Hammond stated she was getting a shed permit to place items into, in an effort to clean up the yard. Yet the property was not brought into compliance. The Special Magistrate recorded in the write up of the meeting on January 19, 2023 that homeowner (Ms. Hammond) "advised that she will have assistance this upcoming week to help clear all the trash, scrap and debris from the property." This would have meant that the property would have been cleaned up by the end of January 2023. At another meeting of the Special Magistrate on April 20th, 2023, the Special Master recorded in her write up that Ms. Hammond, testified "that she is in the process of getting help in cleaning up her property." And on other occasions, Ms. Hammond has spoken with staff and verbally committed to cleaning up the property. The property was not cleaned up. Through the years, the Special Master has accessed accumulating fines for multiple violations related to the storage of junk, litter and trash and scrapping. Because the accumulating fines have not encouraged the homeowner to remove the trash and junk, they eventually became liens on the property. As of September 14, 2023, the liens total \$873,900 (Exhibit D). The property is homesteaded and not eligible to be foreclosed upon. This means that the nuisance of clutter and junk and scrapping, could potentially remain on the property for many years to come. Staff has spent many hours working to encouraging the homeowner to clean up the property. Complaints about the property have been responded to, numerous visits to the property have been made, notices of violation issued, paperwork and documentation created, discussions held with the property owner, scheduling appearances before the Special Magistrate, filing of liens, and so on, have cost many staff hours. The City's latest effort to encourage the property owner to come into compliance, consisted of writing and sending a certified letter on August 31, 2023, to Sherri Hammond, the homeowner, as well as to the property's mortgage holder. The letter is attached as Exhibit E, and was also posted and hand delivered to the property owner on September 14, 2023. The letter provided the homeowner additional time to

remove the nuisance, and advised that if the nuisance continued, staff would be bringing the issue to the City Commission in accordance with Ordinance 3059 which was adopted on February 14, 2023, in order for the Commission to decide as to whether or not a nuisance exist and if so, what if any action should be taken. Ordinance 3059 allows the City Commission to make a finding with regard to whether or not a nuisance exist. If the Commission finds that a nuisance exists, it must allow the homeowner additional time to bring the property into compliance. If the homeowner fails to do so by the specified time, the Ordinance allows the Commission to authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance. Given the long history of the homeowner's failure to remove the nuisance of junk, clutter, debris and scrapping on the property, despite repeated efforts by staff, liens, and orders of the Special Magistrate over a period of 10 years, staff request the following in accordance with Ordinance 3059:

1. That based on the evidence submitted, the Commission make a finding that a nuisance exists, and has been allowed to exist for many years in violation of Section 26-61 and 26-62.
2. That the Commission give the homeowner no more than 30 days from the date of this meeting, to remove the nuisance based on Section 26-61, to the City's satisfaction in accordance with the Code.
3. That if the homeowner fails to remove the nuisance by October 26th, 2023, the Commission authorize City employees, subcontractors, and/or agents, to enter the property and remove all items declared a nuisance in accordance with Section 26-61, and to further authorize that all expenses incurred by the City for removal of such items be paid by the property owner, and that if the property owner fails to pay such cost and expenses, that they be recorded as a lien on the property, or if such expenses qualify, that they be added to the property's non-ad valorem portion of the property tax bill.

Cheri Hammond (mother), homeowner, and Christie Wilson (daughter) came forward to speak to the Mayor and City Commissioners about the property's condition and the pictures that have been presented tonight. Ms. Hammond and Ms. Wilson informed them that they are currently still working on the issues that have been presented tonight and asked if the city could help provide a dumpster. They understand that there is a problem and that it needs to be cleaned up and taken care of.

Kyle Mahanes, Code Enforcement came forward and expounded on the pictures that were presented, liens on the property and the various violations on the property, including the roof with the tarp. She is making some progress but it's an ongoing problem. It is being solved but it is not fixed.

Mayor Via opened public participation.

Dawn Bolin, Holly Hill.

Mayor Via closed public participation.

Mayor Via mentioned that he agrees with Attorney Simpson that they declare a nuisance here tonight and the City Manager can give a good faith of "up to" 30-days to come into compliance, if still not in compliance.

They all agreed that this property needs to be declared a nuisance; 30-days to come into compliance; leave the rest to Mr. Forte's discretion; willing to order a dumpster and pay for up to 2 dumps as long as Ms. Hammond agrees to a payment schedule for the next 12

months to be added to her utility bill and if Ms. Hammond fails to complete that within 12 months, the city will add it to her tax bill. This would be for the cost of the 2 dumps and the dumpster. There was agreement by the Commission that the city shouldn't do it for free. They agreed to work with Ms. Hammond since she can't afford the dumpster. It may take more than 2 dumps. They are in agreement to fronting the money for the dumpster with a 12-month payment (12 equal months) to pay it back and if Ms. Hammond can't pay it back in 12 months it goes on her tax bill. They agreed that they need to start somewhere and keep an eye on the progress and make sure that nothing gets backed up on it.

Attorney Simpson clarified the part of adding it to her tax bill. He can't answer the question, can they add it to the utility bill mechanically. He would not recommend cutting off utility service if they don't pay that as a collection method because if they pay for their utility but don't pay that aspect of it, he doesn't recommend cutting off service. He thinks there's a practical issue. They may not be able to get it on this upcoming year...not this current year but next year's tax bill because there's a notice provision and time to get it on a tax bill so if it's not paid in a year up to date then it would probably be on the following year's tax bill just so everybody knows that. That's the tax bill that it would probably go on and it would have to meet the requirements of that process plus the dollar amount. We could either do a collection on the utility bill divided one-twelfth of every month if that can physically be done and add it to the bill, that's fine.

Mr. Forte stated he thinks instead of putting it on the utility bill because that would jeopardize...a delinquent bill is a delinquent bill, we turn the water off for that so instead of doing that, he would rather see if we can't invoice Ms. Hammond on a monthly basis and just send an invoice through Finance. He thinks we should be able to do that. He would rather not put it on the utility bill because that would jeopardize turning off utilities and that's not the purpose.

Attorney Simpson made a recommended motion for the Mayor and Commissioners as follows:

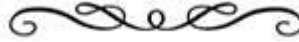
That based on the evidence present that the city finds 1625 Anniston to constitute a public nuisance; that the property owner brings the property into compliance and abate the nuisance within 30-days. If, based on the inspection of city staff, it is determined that the property is not in compliance then the City Manager will have discretion to allow "up to" an additional 30-days for compliance pending a, solely in his discretion, whether or not there's been a good faith effort to come into compliance by the property owner; that the city is authorized to provide for a deposit and to pay for up to 2 dumps of a 20 yard dumpster and that, that will be repaid by the property owner in 12 equal installments; if that is not collected that way, that the city is authorized to seek other means of collection; and ask city staff to see if there are other charitable or other means to provide or to reach out to churches or not-for-profits that might be able to provide help and might provide some assistance to the property owner.

Mayor Via stated he just wants to say again, for the record, they are not trying to get Ms. Hammond out of her house by any means. We are all here trying to get to the same goal. This Commission has been very aggressive on Code Enforcement across the board and many, many properties are coming into compliance and that's all we're looking to do. He hopes that Ms. Hammond and Ms. Wilson sees that the city tried to work with them here

and he hopes that they do get this done within 30-days so the city doesn't have to consider anything else.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 26th day of September, 2023, in Holly Hill



8. PUBLIC HEARINGS

1. -2023-R-58 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Adopting an Official List Identifying City-Owned Real Property Deemed Appropriate for Use as Affordable Housing Pursuant to Section 166.4451, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation.

Dawn Bolin, Holly Hill; Jim Legary, Holly Hill.

Mayor Via closed public participation.

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

RESOLUTION

2023-R-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING AN OFFICIAL LIST IDENTIFYING CITY-OWNED REAL PROPERTY DEEMED APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.4451, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING AN OFFICIAL LIST IDENTIFYING CITY-OWNED REAL PROPERTY DEEMED APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 166.0451, Florida Statutes, requires all municipalities in Florida to prepare an inventory list of real property owned by each municipality that is appropriate for use as affordable housing by October 1, 2023, and every three years thereafter; and

WHEREAS, section 166.0451, Florida Statutes, further requires each municipality to review the inventory list at a public hearing, to adopt a resolution that includes the inventory list of such property, and to post the inventory list on the municipality's website; and

WHEREAS, the City of Holly Hill has prepared and reviewed the City's official inventory list of city-owned property deemed suitable for affordable housing and now seeks to adopt the inventory list as required by section 166.0451, Florida Statutes.

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

SECTION 1. The City Commission does hereby adopt the official list of real property owned by the City that which is appropriate for use as affordable housing, pursuant to section 166.0451(1), Florida Statutes, hereto attached and made a part of this resolution as "Exhibit A".

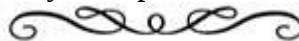
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. CONFLICTS. This Resolution shall control over any Resolutions or parts of Resolutions in conflict herewith.

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

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2023.

Enacted and approved this 26th day of September, 2023, in Holly Hill



2. -2023-O-3063 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately .83 Acres Identified as Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of N Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of

Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE

2023-O-3063

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY .83 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0291 AND 4242-31-01-0290 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY .83 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0291 AND 4242-31-01-0290 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, LFC Holdings FC LLC, owner of the real property described

herein; and

WHEREAS, the owner filed, pursuant to Florida Statue 171.044, a petition for

voluntary annexation of said property as described in Exhibit A into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill, has determined all of the property which is proposed to be annexed into the City of Holly Hill is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, the map attached hereto as Exhibit B shows the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, Exhibit A is the legal description of the property which is proposed to be annexed into the City of Holly Hill.

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

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

LEGAL DESCRIPTION: See Attached Exhibit A.

(Tax Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290, and the adjacent rights-of-way of N Nova Road and Old Kings Road)

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief

Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. 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 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 26th day of SEPTEMBER 2023 for second and final reading.

EXHIBIT A
LEGAL DESCRIPTION

Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290

THE NORTHERLY 75 FEET OF LOT 29, AND THE SOUTHERLY 20 FEET OF LOT 30, (EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 180 FEET TO POINT OF BEGINNING, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 95 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 29; THENCE N25°48'33"W FOR A DISTANCE OF 75 FEET TO THE NORTHEASTERLY CORNER OF LOT 29, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 100 FEET TO THE EASTERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 20 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 30, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

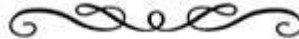
PARCEL NUMBER: 4242-31-01- 0291

THE SOUTH 25 FEET OF LOT 29, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP IN MAP BOOK 11, PAGE 252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY AS SHOWN IN DEED BOOK 558, PAGE 353, AND AS PER DEED RECORDED IN O.R. BOOK 3694, PAGE 1071, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGINNING, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 100 FEET ALONG THE EXTENSION OF THE SOUTHWESTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ALONG THE EXTENSION LINE OF THE NORTHEASTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 29, BLOCK 1; S64°14'23"W A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO. 4242-31-01-0290

Enacted and approved this 26th day of September, 2023, in Holly Hill



9. COMMUNICATIONS

A. City Manager Comments

Mr. Forte showed an updated rendering of the "Welcome To Holly Hill" that will get painted on the wall over at the courts for advertising of Holly Hill when tournaments are taking place. There was **CONSENSUS** from the City Commission that they liked the **scripted style font and he can email them what the guy sends them and as long as three of them agree, he can move forward with getting it painted on the wall.**

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny mentioned that he spoke to Ms. Gadson who lives on Jarecki and there are signs on the street that say no trucks but Deltona Septic trucks are constantly driving on the street.

Mr. Forte stated Code Enforcement will contact the business and tell them to stop going down there.

Commissioner Currie mentioned the school and the concerns the principal say they have there, she is in support now of it going to an elementary school.

Commissioner Danio mentioned the new fire truck and the city receiving the grant for the books.

Commissioner Johnson stated tomorrow is the TPO meeting; Brightline train is now running.

D. Mayor's Comments

Mayor Via stated he wanted to make sure that the Commissioners were aware of a water bill issue, an erroneous due date that was put out and investigated by staff, thank you Mrs. Moore and Mr. Forte for looking into that, as well as, Mr. Gaitlin in Utility Billing for jumping on that. We determined that it was human error of how it was put into the mailing system but in the billing system nothing was wrong. Nobody was charged because the due date was wrong and it was fixed immediately when it was brought to their attention. Moving forward, mistakes happen, and especially it was human error, so moving forward Mrs. Moore is going to review that data before it goes out, is that correct or is it a member of your staff?

Mrs. Moore, Finance Director stated, yes. She's going to do that and they will always have a second person review.

Mayor Via stated for the record, she said they will always have a second person review. So that worked itself out. Thank you to your staff for doing that and Mr. Forte. Mayor Via gave an update on the Mayor's Roundtable meeting; great Holly Hill Chamber of Commerce breakfast; talk about the HHK-8 possibly going to just an elementary school.

10. ADJOURNMENT

The meeting adjourned at approximately 8:55 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

4.1

MEETING DATE: October 10, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating FDEP Grant Award to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-59
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Public Works Department was notified of an award of \$1,360,000.00 from the State of Florida Department of Environmental Protection through State Appropriation. This reimbursement grant will be utilized to extend a force main further west across Nova Road, approximately 1,500 linear feet.

The funding of this grant does not require matching city funds.

The City Commission approved the acceptance of the grant award at the August 22, 2023 meeting. This Resolution will appropriate budget funds for the grant award.

FISCAL

ANALYSIS:

The Grant award amount is \$1,360,000.00 and is effective September 13, 2023 through December 31, 2025.

STAFF RECOMMENDATION:

Approve the Budget Resolution for the Department of Environmental Protection grant award.

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 AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET; AND SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- FDEP Grant LPA0541 Agreement (PDF)
- Exhibit A Budget Amendment PW FDEP (PDF)

Resolution No. 2023-59

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING FDEP GRANT AWARD TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a State appropriation grant for the Public Works department; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024;

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

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

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit “A” attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2023-2024 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023 through September 30, 2024 This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2023.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Holly Hill Sewer Service Extension	Agreement Number: LPA0541
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Holly Hill	Entity Type: Local Government
Grantee Address: 1065 Ridgewood Avenue Holly Hill, Florida 32117	FEID: 59-600037 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: December 31, 2025
---	---

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): (29.2355, -81.0593)
---	---

Project Description: The Grantee will extend force main westward across Nova Road adding approximately 1,500 linear feet (lf) of High Density Poly Ethylene (HDPE) force main using directional drilling method. The Grantee will also perform an evaluation the system to determine if additional flow is needed due to the expansion and design as needed.

5. Total Amount of Funding: \$ 1,360,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 1,360,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,360,000.00

6. Department's Grant Manager Name: Hannah Lowenthal or successor Address: Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 Phone: 850-245-2942 Email: Hannah.Lowenthal@FloridaDEP.gov	Grantee's Grant Manager Name: Josef Grusauskas or successor Address: City of Holly Hill 453 LPGA Boulevard Holly Hill, Florida 32117 Phone: 386-248-9763 Email: jgursaukas@hollyhillfl.org
---	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- | |
|---|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☐ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): |

Attachment: FDEP Grant LPA0541 Agreement (2023-R-59 : Amending the Fiscal Year 2023-2024 Annual Operating Budget for the DEP Grant)

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Holly Hill

GRANTEE

By

(Authorized Signature)

Date Signed

9-13-2023

Joe Forte, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Hannah
Lowenthal

Digitally signed by
Hannah Lowenthal
Date: 2023.09.14
12:51:21 -04'00'

Hannah Lowenthal, DEP Grant Manager

Mitch Holmes

Digitally signed by Mitch
Holmes
Date: 2023.09.14
15:18:38 -04'00'

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

Attachment 1

2 of 13

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

Attachment 1

3 of 13

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

Attachment 1

4 of 13

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

Attachment 1

8 of 13

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

Attachment 1

11 of 13

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0541**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Holly Hill Sewer Service Extension. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Holly Hill Sewer Service Extension

PROJECT LOCATION: The Project will be located in the City of Holly Hill within Volusia County; Lat/Long (29.2355, -81.0593).

PROJECT BACKGROUND: A new development has been proposed that will have up to 134 new residential units within the limits of Volusia County's jurisdiction. There is no sewer service currently available at that location. As such, the City of Holly Hill (Grantee) proposes to extend an existing sewer main and affiliated laterals and connections to the development area.

PROJECT DESCRIPTION: The Grantee will construct an extension of force main further west across Nova Road. This will be a run of approximately 1,500 linear feet (LF) of High Density Poly Ethylene (HDPE) force main installed by directional drill. The sewer service will be for a proposed development within a Volusia County jurisdictional area that will have a private lift station and pump sewer to the City of Holly Hill for treatment and disposal. The proposed zoning of the subject parcel will allow for up to 134 new residential units.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design and evaluation of the Holly Hill Sewer Service Extension project to determine if any upgrades are needed for additional flow and obtain all necessary permits for construction of the project. The Grantee will also provide designs and obtain permitting for the westward force main extension of approximately 1,500 LF of HDPE across Nova Road.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the westward force main extension of approximately 1,500 LF of HDPE across Nova Road.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct westward force main extension of approximately 1,500 LF of HDPE across Nova Road in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$48,000	07/01/2023	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$5,000	07/01/2023	01/31/2025
3	Project Management	Contractual Services	\$32,000	07/01/2023	06/30/2025
4	Construction	Contractual Services	\$1,275,000	07/01/2023	06/30/2025
Total:			\$1,360,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
 ATTN: Office of Ombudsman and Public Services
 Public Records Request
 3900 Commonwealth Boulevard, MS 49
 Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	State Appropriation Category

Total Award	\$1,360,000
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

[Delete this section if tasks below are not included in the GWP.]

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

*[FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.]*

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

▪ **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Exhibit "A"

FY 2023-2024 BUDGET AMENDMENT

	REVENUE	EXPENDITURE
001 - GENERAL FUND		
002 - LOGT 2nd		
004 - BUILDING AND ZONING		
110 - LAW ENFORCEMENT TRUST		
130 - CRA		
135 - CRA FOUNTAIN HEAD		
139 - CRA CAPITAL PROJECTS		
301 - GENERAL CAPITAL PROJECTS		
400 - WATER & SEWER		
401 - WATER IMPACT FEES		
402 - SEWER IMPACT FEES		
407 - WATER & SEWER R & R	\$ 1,360,000	\$ 1,360,000
409 - WATER & SEWER RESERVES		
460 - STORMWATER		
461 - STORMWATER CAPITAL		
495 - SOLID WASTE		
605 - POLICE EXPLORERS		
FUNDS:	\$ 1,360,000	\$ 1,360,000



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

**City Commission
Resolution**

MEETING DATE: October 10, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.
NUMBER: 2023-R-60
APPLICANT:
PLANNER:

DISCUSSION:

The fixed asset in the attached list has been identified as being surplus property available for disposition as defined in Chapter 13.2 Disposition of Surplus Property of the City's Purchasing Policy, originally adopted by resolution 2018-R-30 on May 8, 2018 and amended by resolution 2022-R-17 on March 8, 2022.

FISCAL ANALYSIS:

There will be no proceeds from the disposition of this item.

STAFF RECOMMENDATION:

Staff recommends that the City Commission declare the equipment identified in the attached documents as surplus and authorize the disposal of the surplus equipment through donation to the City of Daytona Beach Fire Department. The City of Daytona Beach has the means and expertise to rehabilitate the engine and return it to a serviceable condition. This engine will still be available to the City of Holly Hill on an as needed basis. Also, the Daytona Beach Fire Department Fleet Division provides certified Emergency Vehicle Technician guidance and mechanical assistance, both minor and major, to the City of Holly Hill when needed. This assistance saves the city of Holly Hill thousands of dollars per year. The latest example is the installation of two devices on the new engine. The dealer quoted 8 hours at \$170 per hour to install one of the devices. Daytona installed both at no charge to the city. This donation meets Goal #1 by fostering intergovernmental partnerships.

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:

AUTHORIZE THE CITY MANAGER TO DISPOSE OF THE PROPERTY ON THE ATTACHED LIST BY DONATION TO THE CITY OF DAYTONA BEACH FIRE DEPARTMENT.

ATTACHMENTS:

- Disposal Request Form 2001 FIRE Truck (PDF)
- Property Transfer Form 2001 FIRE TRUCK (PDF)
- Exhibit B - Purchasing Policy Section 13.2 (PDF)

Resolution No. 2023-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Department has identified one (1) item, a 2001 Fire Truck Pierce Saber Custom Pumper, that is no longer in use with an original cost of \$204,204; and,

WHEREAS, that the fire truck to be donated has a value of less than \$5,000.00 based on a review of sales of similar equipment.

WHEREAS, The City of Daytona Beach has the means and expertise to rehabilitate the engine and return it to a serviceable condition. This engine will still be available to the City of Holly Hill on an as needed basis; and,

WHEREAS, the City of Daytona Beach has the means and expertise to rehabilitate the engine and return it to a serviceable condition. This engine will still be available to the City of Holly Hill on an as needed basis. This assistance saves the city of Holly Hill thousands of dollars per year; and,

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

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via donation, to the City of Daytona Beach Fire Department.

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 10th day of OCTOBER, 2023.

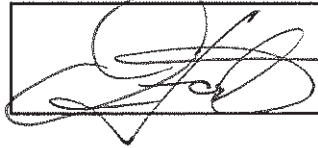


Disposal Request Form

DATE: 10/10/2023

Item #	Asset # or Tag #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Disposal Method
1	2006001704	2001 Fire Truck Pierce Saber Custom Pumper			4P1CT02YX1A001621		12/21/2000	\$204,204.00	\$0.00	Fire Dept	Donate
								<u>\$204,204.00</u>			

City Manager Signature/Date

 9-28-2023



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

CITY OF HOLLY HILL PERSONAL PROPERTY TRANSFER FORM

NOTE: Each item must be individually entered on this form and have an entry for either an Asset tag or Serial number. This transfer is occurring (required): ☐ between departments ☒ to surplus

Asset # or Tag #	SERIAL NUMBER	ITEM DESCRIPTION/SURPLUS REASON/CONDITION	DISPOSAL METHOD
2006001704	4P1CT02YX1A001621	Pierce Saber Fire Engine / Replaced / Used with numerous mechanical issues.	Donate
			Scrap
			Scrap
			Scrap
			Scrap
			Donate
			Scrap
			Scrap
			Scrap
			Scrap

NOTE: TWO SIGNATURES REQUIRED FOR TRANSFERRED ITEMS.

The asset was purchased with State or Federal grant funds: YES ☐ NO ☒

If yes, grant obligations have been fully met: YES ☐ NO ☐

If yes, do funds received from the disposition of the asset need to be returned to the grantor agency?: YES ☐ NO ☐

DEPARTMENT NAME Holly Hill Fire Rescue

CUSTODIAN/SIGNATURE *A. Bond* FIRE CHIEF

DATE 9/28/23

RECEIVING DEPARTMENT NAME _____

RECEIVING CUSTODIAN/SIGNATURE _____

DATE _____

RECEIVING DEPT. FUND/DIVISION CODES _____

RETURN TO FINANCE DEPT

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.



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

4.3

**City Commission
Agenda Item**

MEETING DATE: October 10, 2023
FROM: Jeff Miller
SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Award
Name: D-R7036: JAGD22 IN-CAR RADAR PROJECT City
of Holly Hill
NUMBER: (ID # 4281)
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Department of Law Enforcement (FDLE) has announced that the City of Holly Hill Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant - Direct Program (JAG-D) for a total amount of \$2,577.00. This funding will go toward the purchase of an In-Car Radar System.

The In-Car Radar System will allow the police department's traffic officer to monitor traffic flow and speeds on residential streets while remaining mobile.

- R7036 Federal Award - Agreement (PDF)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Holly Hill

Recipient SAM UEI: ZK7ZUMNURSG6

Award Number: R7036

Award Period: 10/01/2023 – 09/30/2024

Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT

Federal Funds: \$2,577.00

Matching Funds: \$0.00

Total Funds: \$2,577.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Holly Hill (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

Attachment: R7036 Federal Award - Agreement (4281 : Edward Byrne Memorial Justice Assistance Grant (JAG))

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7036
Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Holly Hill

Signature: _____

Typed Name and Title: Christopher Via, Mayor

Date: _____

*** If using a designee, sign in the “Chief Official Designee” section below. ***

Chief Official Designee (optional) City of Holly Hill

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Attachment: R7036 Federal Award - Agreement (4281 : Edward Byrne Memorial Justice Assistance Grant (JAG))

Appendix A - Scope of Work

Award Number:	R7036
Recipient:	City of Holly Hill
Award Title:	D-R7036: JAGD22 IN-CAR RADAR PROJECT
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

The City of Holly Hill hosts three major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue. These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorists transit the City of Holly Hill daily - primarily along Ridgewood Avenue's (U.S. Highway 1) and Nova Road's (State Road 5A) busy commercial corridors. The Holly Hill Police Department (HHPD) encourages its patrol officers to conduct at least 3 traffic stops per shift - pending call volume - in order to help reduce speeding and aggressive driving. Officers of the HHPD have conducted approximately 4,116 traffic stops from January – July 2023. The high number of traffic stops exemplifies how serious the HHPD takes traffic complaints. The number one verbal complaint still received from citizens living in Holly Hill is aggressive driving and speeding. Also, the HHPD has a limited amount of speed measurement devices. The City of Holly Hill doesn't have sufficient funds budgeted to purchase more radars/lasers to help address the speeding problem. Because of the three major thoroughfares that run through the City of Holly Hill, many travelers use neighborhood roads to avoid traffic congestion. This problem has created more traffic in local neighborhoods which has increased the volume of vehicles and speeders.

Scope of Work

The Holly Hill Police Department will use JAG funds to purchase an in-car radar with dual antennas. This will allow the officer to detect speed from both directions - approaching and from behind. The in-car radar will also allow the unit to be mounted on the dash of a patrol vehicle and capture speeding while the vehicle is moving. This process allows the officer to cover more neighborhoods while being mobile. In addition, the in-car radars project falls under Program Area 1 under the Byrne/JAG Strategic Plan allowing the police department to purchase equipment to help reduce traffic fatalities related to speeding or aggressive driving.

Appendix B - Deliverables

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure an in-car radar.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$2,577.00

Appendix C - Approved Budget

Award Number:	R7036		
Recipient:	City of Holly Hill		
Award Title:	D-R7036: JAGD22 IN-CAR RADAR PROJECT		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$2,577.00	\$0.00	\$2,577.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
In-Car Radar	1 In-Car Radar @ \$3,175.00 each, plus \$22.50 for shipping = \$3,197.50.	\$2,577.00	\$0.00	\$2,577.00
	The City of Holly Hill will cover all fees that are applicable over the grant award.			
D. Equipment Subtotal:				\$2,577.00

Appendix D: Award Contacts

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jeffrey Miller
Title: Police Chief
Address: 1065 Ridgewood Avenue
 Holly Hill, FL 32117-2807
Phone: 386-248-9494
Email: jmiller@hollyhillfl.org

Recipient Chief Official (CO)

Name: Christopher Via
Title: Mayor
Address: 1065 Ridgewood Avenue
 Holly Hill, FL 32117-2807
Phone: 386-248-9491
Email: cvia@hollyhillfl.org

Recipient Chief Financial Officer (CFO)

Name: Michele Moore
Title: Finance Director
Address: 1065 Ridgewood Avenue
 Holly Hill, FL
Phone: 386-248-9426
Email: mmoore@hollyhillfl.org

Recipient Additional Point of Contact (POC)

Name: Lisa O'Neal
Title: Police Office Manager
Phone: 386-248-9491
Email: loneal@hollyhillfl.org

Appendix E: Special Conditions

Award Number: R7036
 Recipient: City of Holly Hill
 Award Title: D-R7036: JAGD22 IN-CAR RADAR PROJECT
 Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to October 26, 2023.
- S0002 Although federal regulations require a three-year retention period on all grant records, the State of Florida General Records Schedule GS1-SL for state and local agencies, which is more stringent, requires award recipients to maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for review upon request.
- W0003 **WITHHOLDING OF FUNDS:** Prior to the drawdown of funds, the Recipient must provide a management response in regards to findings noted on the Single Audit for the year ending September 30, 2022 to the Office of Criminal Justice Grants.
- S0004 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other

Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period

end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gsl-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and

fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period.

This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient

agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA

Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

- 11.0 Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

- 16.0 Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
 - 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
 - 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
 - 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
 - 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

- 17.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 19.0 Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

- 20.0 For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

4.4

MEETING DATE: October 10, 2023
FROM: Valerie Manning
SUBJECT: UPS Temporary Holiday Package Storage Facility Agreement 2023
NUMBER: (ID # 4214)
APPLICANT:
PLANNER:

DISCUSSION:

This agreement is for temporary holiday storage units from UPS that will use the Holly Hill Fire Department parking lot between October 30, 2023 and January 2024.

This agreement is the same as previous years and will expire at the end of January 2024.

Delivery of parcels are allowed daily between the hours of 7:00 AM and 7:00 PM. Delivery carts must be inspected by the HHPD prior to being placed into service.

UPS agrees to pay the City of Holly Hill a fee of **\$150.00 per site, per month** for a total payment of **\$600 payable by January 30, 2024.**

STAFF RECOMMENDATION:

Approve the annual temporary holiday storage facility units agreement as submitted by staff.

MOTION:

APPROVE THE TEMPORARY HOLIDAY STORAGE FACILITY AGREEMENT WITH THE UNITED PARCEL SERVICE, INC.

- UPS Temp. Package Storage Facility Agreement for Holiday Packages 2023 (PDF)
- UPS - Hold Harmless Agreement Regarding Temporary Use for Holiday Storage Units - 2023-2024 (PDF)
- UPS Certificate of Liability Insurance (PDF)



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
386-248-9444
Fax 386-248-9448

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

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

September ~~20~~, 2023

Chris Goodwin, Lead Supervisor
United Parcel Service, Inc.
Daytona Beach Center
425 Fentress Blvd.
Daytona Beach, FL 32114

Re: UPS Temporary Package Storage Facility Agreement 2023

Dear Mr. Goodwin,

The City of Holly Hill has approved the temporary placement of two (2) storage units for use in the delivery of packages during the holiday season. The storage units are to be placed at the Holly Hill Fire Department located on the corner of Daytona Avenue and 10th Street. Your contact person for arranging the use of this site is Fire Chief Jim Bland (386) 248-9473. The site is authorized for your use until the **end of January 2024**.

The terms and conditions for the use of the site are listed below. Please sign and return this agreement as evidence of these terms.

- 1) **Purpose and Intent:** The City agrees to provide reasonable access to the site sufficient to allow UPS to conduct its intended operations. Temporary package storage units, not to exceed 250 square feet (10' x 25') in size at the above mentioned locations between October 30, 2023 and January 2024. Delivery of parcels is allowed daily between the hours of 7:00 a.m. and 7:00 p.m. This activity is temporary in nature and will not adversely impact the surrounding area and land uses, and will be terminated and removed immediately upon expiration of the temporary package storage facility agreement.
- 2) **Indemnification:** UPS, by accepting the Temporary Package Storage Facility Agreement, shall at its own cost and expense, hold harmless, defend and indemnify its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages,

UPS Temporary Package Storage Facility Agreement 2023

1 of 4

liabilities, costs, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of applicant, its officers, directors, agents, employees or contractors arising out of or in connection with the agreement issued.

- 3) Description: The City understands the activities to be undertaken by UPS will include the storage of golf carts and trailers at the location and the storage of packages awaiting delivery. Actual delivery of packages will be done from the site but no customers will come to the site to receive or ship packages. This activity is characterized by its short-term or seasonal nature and by the fact that permanent improvements are not made to the site. This temporary activity involves the placement of a temporary package storage facility in close proximity to residential properties. The temporary package storage facilities shall be constructed and placed in accordance with acceptable commercial standards. Parcels will be placed in the temporary package storage facility daily and delivered to specific properties within the residential zoned areas, Monday through Saturday of each week. This temporary activity shall involve no activities other than the temporary storage of parcels and consequent delivery to specific destinations.
- 4) Temporary Activities:
 - A. No structure of a permanent nature shall be constructed.
 - B. Removal of all temporary structures shall be guaranteed in writing and such structures shall be subsequently removed.
 - C. No structure shall be located in a public right-of-way.
 - D. Adequate stabilized area with a minimum of thirteen feet six inch (13' 6") unobstructed height shall be provided for trailer off-loading of packages. This area shall not block handicapped accessible areas.
 - E. Removal of all signs, trash, or debris from the site and the immediate vicinity, upon termination of the activity shall be guaranteed in writing, and subsequently accomplished.
 - F. A separate temporary package storage authorization shall be required for each lot or parcel to be used as a temporary storage facility.
 - G. No more than two (2) such temporary package storage units authorization shall be issued for the same lot or parcel during a single calendar year.
 - H. **UPS will register the golf carts with the City of Holly Hill Police Department in compliance with the City codes allowing golf carts to drive on City streets and comply with all applicable traffic regulations and shall occur in accordance with the provisions in F. S. 316.2126, paragraphs 3(b) and 3(c).**

- I. Delivery vehicles shall not travel on sidewalks or on private property other than that of a delivery recipient or on the tract or parcel of land for which a Temporary Package Storage Permit has been issued in accordance with this section.
 - J. All delivery vehicles must meet the requirements of Chapter 316, Florida Statutes and must be equipped with head lamps, stop lamps, turn signal lamps, tail lamps, seat belts, rearview mirrors, and horns.
 - K. The rear of all trailers must be equipped with lights or reflectors.
 - L. During delivery, all packages must be properly secured in an enclosed lockable trailer so that they may not be accessed by the public or fall off and create a safety hazard.
 - M. All handcarts must be securely attached to the delivery vehicles.
 - N. The temporary storage facility shall be subject to the minimum setbacks of the zoning district in which it is located.
 - O. The temporary storage facility shall not exceed twenty (20) feet in length and shall be securely placed on the ground and anchored as required by the Building Department.
 - P. To guard against theft, the temporary package storage facility shall remain locked at all times when not in use.
 - Q. Fuel shall not be stored in or near the temporary package storage facility.
- 5) Enforcement: Violations of the provisions of this section and/or the temporary package storage authorization may result in immediate revocation of the agreement. Revocations may be appealed to the City Commission. Additionally, each violation may be enforced through all other applicable enforcement mechanisms available to the City including, but not limited to, the issuance of a citation.
- 6) UPS agrees to pay the City of Holly Hill a fee of \$150.00 per site, per month for a total payment of **\$600.00 payable by January 30, 2024.**

- 7) UPS will provide the City of Holly Hill with evidence of liability insurance coverage for the storage units in the amount of \$1,000,000.00 with the City of Holly Hill named as an additional insured.

For the City of Holly Hill:

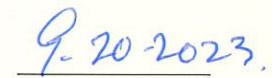
Joseph A. Forte, City Manager

Date

For United Parcel Service, Inc.:



Albert Apuzzo, Operation Supervisor



Date

HOLD HARMLESS AGREEMENT REGARDING TEMPORARY USE

This Temporary Use Agreement (the “Agreement”) is made this **30th day of October 2023** by and between United Parcel Services, Inc., an Ohio Corporation (“UPS”) and (City of Holly Hill) owned by (Joseph A. Forte, City Manager) collectively, the “Owner”.

RECITALS

1. UPS desires to place two (2) storage pod units on the City of Holly Hill’s property, owned by the Owner.
2. The Owner has agreed to the placement of the storage pod units commencing on or after October 30, 2023 and terminating on January 31, 2024.

NOW, THEREFORE, in good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the Owner and UPS agree as follows:

1. Owner hereby consents to the use of Owner’s property located at 1020 Daytona Avenue (the “Location”) by UPS to store pod units to facilitate the delivery of holiday parcels and to store (2) golf cart(s) during a period of time commencing on October 30, 2023 and terminating on January 31, 2024. All storage pod units will occur at the Location. UPS agrees that no activities other than the temporary storage of pods and consequent delivery to specific destinations may take place at said Location.
2. Indemnity. UPS shall indemnify, defend and hold the Owner harmless from and against any claims, actions, judgments, losses, damages, costs, expenses and liabilities assessed against or incurred by the Owner arising out of the use by UPS of the Location for placing storage pod units and delivery of parcels from the Location, except those losses or damages resulting from negligent or wrongful acts of Owner or Owner’s agents, employees or servants. Such indemnity shall include any alleged zoning violation or code enforcement action asserted by the applicable county or municipality having jurisdiction over zoning for the Location, including all fines and penalties incurred by the Owner. UPS shall defend by counsel selected by UPS.
3. Governing Laws; Jurisdiction. The indemnity and obligations arising hereunder shall be governed by, construed, applied and enforced in accordance with the laws of the State of Florida. Any legal suit, action or proceeding arising out of relating to this Agreement may be instituted in any federal or state court in the county where the property is located.

TO: UPS
FROM: CITY OF HOLLY HILL, FLORIDA
RE: PEAK STORAGE
DATE: OCTOBER 2023

To whom it may concern,

I, _____, give UPS permission to place a golf cart at my location, at 1020 Daytona Avenue, Holly Hill, FL for the months of October 2023 through January 2024. UPS will compensate the CITY OF HOLLY HILL for the use of this location/space in the amount of \$600 for the duration of the storage period.

Phone Number: (386) 248-9425 / 248-9441

Email Address: jforte@hollyhillfl.org

Signature: _____
Joseph A. Forte, City Manager

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **4.4.c**
12/19/2022

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 have ADDITIONAL INSURED provisions or 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	Liberty Mutual Insurance Co. Nat'l Ins Northeast 500 N 3rd St, Suite 300 Wausau, WI 54403	CONTACT NAME:		FAX (A/C, No):	
		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	CMeCertProduction@LibertyMutual.com
www.LibertyMutual.com		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Liberty Mutual Fire Insurance Company			23035
		INSURER B: LM Insurance Corporation			33600
		INSURER C: Liberty Insurance Corporation			42404
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 71824235 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒		TB2-C21-095741-103	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			TB2-C21-095741-113	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B				TB5-C21-095741-123	1/1/2023	1/1/2024	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$1,000,000
							\$
A	AUTOMOBILE LIABILITY			AS2-C21-092036-213	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	☒ ANY AUTO			AS2-C21-004175-333	1/1/2023	1/1/2024	BODILY INJURY (Per person) \$
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			AS2-C21-092036-913	1/1/2023	1/1/2024	BODILY INJURY (Per accident) \$
B	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS5-C21-004335-263	1/1/2023	1/1/2024	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5-C25-095741-013	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WA5-C2D-095741-023	1/1/2023	1/1/2024	E.L. EACH ACCIDENT \$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-C2D-095741-033	1/1/2023	1/1/2024	E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

UPS Operations/Pod and Golf cart for Peak Coverage is primary and non-contributory.

CERTIFICATE HOLDER

City of Holly Hill 1065 Ridgewood Avenue Holly Hill FL 32117-2898	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 Joshua Cleveland

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Packet Pg. 140

Attachment: UPS Certificate of Liability Insurance (4214 : UPS Temporary Holiday Package Storage Facility Agreement 2023)

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. Nat'l Ins Northeast		NAMED INSURED UNITED PARCEL SERVICE, INC. 55 GLENLAKE PARKWAY, NE ATLANTA GA 30328
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** City of Holly Hill**ADDRESS:** 1065 Ridgewood Avenue Holly Hill FL 32117-2898

If changes/revisions to this certificate are necessary, you may email your request to CMecertProduction@libertymutual.com.

If you no longer require this certificate and do not need on an annual basis, please email the certificate to our office and instruct us to delete from our database.

Attachment: UPS Certificate of Liability Insurance (4214 : UPS Temporary Holiday Package Storage Facility Agreement 2023)



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

**City Commission
Resolution**

5.1

MEETING DATE: October 10, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending Three Fees Specific to Business Use of Food Truck, Body Worn Camera Video, and Hollyland Park-Ball Fields for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-61
APPLICANT:
PLANNER:

DISCUSSION:

On August 23, 2022, with Resolution 2022-R-56, a City-wide Fee Schedule was adopted. On September 26, 2023, with Resolution 2023-R-56, Water and Sewer rates were increased based on the Utility rate study performed and adopted on August 13, 2019. Due to the continued implementation of the Tyler ERP system, at this time the changes to the fee schedule are specific to Business Use of Food Trucks, Body Worn Camera Video, and Hollyland Park - Ball Fields. The remainder of the fee schedule will be reviewed and presented for Commission approval at a later date upon completion of Energov, the Enterprise Permitting & Licensing Software which will conclude the City implementation of the Tyler Incode ERP system.

FISCAL

ANALYSIS:

The three proposed fee schedule changes are: BUSINESS USE OF FOOD TRUCK fee will increase \$50.00 from \$75.00/Year to \$125.00/Year, BODY WORN CAMERA VIDEO will change from \$0.49 PER MINUTE to the FIRST 15 MINUTES IS FREE followed by \$0.52 PER MINUTE, and HOLLYLAND PARK - BALL FIELDS is eliminated.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024.

ATTACHMENTS:

- HH City Wide Fee Schedule Eff 10102023 (PDF)

Resolution No. 2023-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THREE FEES SPECIFIC TO BUSINESS USE OF FOOD TRUCK, BODY WORN CAMERA VIDEO, AND HOLLYLAND PARK-BALL FIELDS FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA CHANGING THREE SPECIFIC RATES FOR THE NEXT FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes to the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities).
2. On August 23, 2022 a Citywide Fee Schedule was adopted.
3. On September 26, 2023 the City Commission adopted a fee schedule increasing Water and Sewer rates.
4. The Schedule of Fees (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are increased, as set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which

they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A").

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A") become effective on October 10, 2023.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER 2023.

City Wide Fee Schedule - Effective October 10, 2023

	FY2022-2023	FY2023-2024
FEE TYPE		
BUILDING AND ZONING FEES		
APPLICATION FEES		
APPLIC FEE-TEMP SIGNAGE	25.00	25.00
APPLIC FEE-SIGN PERMIT	25.00	25.00
APPLIC FEE-BD OF PLAN/APL	50.00	50.00
APPLIC FEE-COMM BLDG PRMT	60.00	60.00
APPLIC FEE-RES ACCES.STRC	30.00	30.00
APPLIC FEE-RES BLDG PRMT	30.00	30.00
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00
BUILDING PERMIT FEES		
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00
PLAN REVIEW FEES		
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00
ZONING REVIEW - ANY VALUE	20.00	20.00
\$0.00 to \$5,000.00	25.00	25.00
\$5,001.00 to \$10,000.00	30.00	30.00
\$10,001.00 to \$50,000.00	60.00	60.00
\$50,001.00 to \$100,000.00	80.00	80.00
\$100,001.00 to \$200,000.00	100.00	100.00
\$200,001.00 to \$500,000.00	340.00	340.00
\$500,001.00 AND OVER	340.00	340.00
EACH \$500,000.00 OF VALUATION	20.00	20.00
PROCESSING FEES		
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	200.00	200.00
CERTIFICATE OF COMPLETION	20.00	20.00
CERTIFICATE OF OCCUPANCY	20.00	20.00
CHANGE CONTRACTOR FEE	25.00	25.00
CHANGE SUB-CONTRACTOR FEE	10.00	10.00
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00
CLOSEOUT FEES-REACTV.MISC	40.00	40.00
CLOSEOUT FEES-REACTV.POOL	120.00	120.00
EXPIRED PERMIT RENEWAL	Cost of original permit excluding impact fees already paid	Cost of original permit excluding impact fees already paid
FINES - WORK WITHOUT A PERMIT	\$200 or 2X Permit Fee - whichever is greater	\$200 or 2X Permit Fee - whichever is greater

FLOOD DETERMINATION LETTER	50.00	50.00
GENERAL INSPECTION FEE	40.00	40.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	50.00	50.00
PLACARD FEE	3.00	3.00
PLACARD REPLACEMENT PACKAGE FEE	20.00	20.00
ROW-RESIDENTIAL DRIVEWAY APRON FEE	125.00	125.00
TECHNOLOGY FEE	10.00	10.00

LAND DEVELOPMENT FEES

(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)

ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00	50.00
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00
LOT SPLIT - ONE LOT INTO TWO / LOT LINE RECONFIGURATION	250.00	250.00
PLAT - FINAL (BASE FEE)	750.00	750.00
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 3 COMMERCIAL LOTS	500.00	500.00
REZONING - NON-PUD/CODE TEXT AMENDMENT	1,400.00	1,400.00
REZONING - PUD	2,000.00	2,000.00
REZONING - PUD MAJOR AMENDMENT	1,250.00	1,250.00
PLANNED DEVELOPMENT MINOR AMENDMENT	400.00	400.00
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	100.00	100.00
SITE PLAN REVIEW-LAND DEV	1,400.00	1,400.00
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00
SPECIAL EXCEPTION-LAND DEV	500.00	500.00
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00
STREET NAME CHANGE	350.00	350.00
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,200.00	1,200.00
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost
VARIANCE NON-RESIDENTIAL	500.00	500.00
VARIANCE RESIDENTIAL	350.00	350.00
WAVIERS AND APPEALS TO BOPA	300.00	300.00
ALL OTHER	300.00	300.00
ZONING VERIF FOR ALCOHOL / TOBACCO	50.00	50.00
ZONING VERIF LETTER/REBUILD (NON PUD)	75.00	75.00
ZONING VERIF LETTER/PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH/ SPECIFIC QUESTION	125.00	125.00

SITE PERMIT FEE

SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE

The greater of 2% of the cost of site improvements only or 250.00 The greater of 2% of the cost of site improvements only or 250.00

ELECTRICAL PERMITS

ELECTRICAL - COMMERCIAL	60.00	60.00
ELECTRICAL - RESIDENTIAL	30.00	30.00
ELEC - CIRCUIT UP TO 10	6.00	6.00
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00
ELEC - PRE POWER COMMERCIAL	100.00	100.00
ELEC - POOL COMMERCIAL	200.00	200.00
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00

ELEC - TEMP POWER POLE	50.00	50.00
ELEC - PER AMP SINGLE PHASE	0.60	0.60
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00

FIRE PLAN REVIEWS

FIRE PLAN REV/<20K SQ FT	60.00	60.00
FIRE REVIEW/20,001-30K SQ'	90.00	90.00
FIRE REVW/30,001-40K SQ'	120.00	120.00
FIRE REVW/40,001-50K SQ'	150.00	150.00
FIRE REVW/50,001-60K SQ'	180.00	180.00
FIRE REVW/60,001-70K SQ'	210.00	210.00
FIRE REVW/70,001-80K SQ'	240.00	240.00
FIRE REVW/80,001-90K SQ'	270.00	270.00
FIRE PLAN REV/>90,001 SQ'	300.00	300.00
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00

FIRE SPRINKLER OVER 10,000 SQ FEET STANDPIPE SYSTEMS/EACH SYSTEM	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000
--	---	---

PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00
COMMERCIAL COOKING - EACH HOOD	75.00	75.00
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00
EMERGENCY GENERATOR	75.00	75.00
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00

SYSTEM TEST FEES

ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00
FIRE HYDRANT FLOW TEST	25.00	25.00
FIRE PUMP TEST	25.00	25.00
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00

ANNUAL FIRE SAFETY INSPECTION FEES

0 -3,000 SQ. FT. (INITIAL)	40.00	40.00
3,001 - 5,000 SQ. FT. (INITIAL)	50.00	50.00
5,001 - 10,000 SQ. FT. (INITIAL)	60.00	60.00
10,001 - 15,000 SQ. FT. (Initial)	100.00	100.00
15,001 - 20,000 SQ. FT. (INITIAL)	120.00	120.00
20,001 - 30,000 SQ. FT. (INITIAL)	150.00	150.00
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00
1ST REINSPECTION	40.00	40.00
2ND REINSPECTION	50.00	50.00
3RD AND SUBSEQUENT REINSPECTIONS	160.00	160.00

(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c))

FIRE INSPECTION FEES FOR BLDG PERMITS

INITIAL INSPECTION FEE	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00

(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA

STATE STATUTE 553.80(2)(c)

PLUMBING PERMIT FEES

PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00
PLUMB-MIN FEE-ALL OTHER	60.00	60.00
PLUMB - BACKFLOW DEVICE	5.00	5.00
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00
PLUMB - WATER SERVICE PIPING	10.00	10.00
PLUMB - STORMWATER	250.00	250.00
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50
PLUMB - SEWER PER HOUSE	10.00	10.00
PLUMB - EACH FIXTURE	5.00	5.00
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00
PLUMB - METER RESET	10.00	10.00
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00

BUILDING PERMIT RE-INSPECTION FEES

RE-INSPECTION FEE-FIRST	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00

(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE
STATUTE 553.80(2)(c))**PUBLIC WORKS RE-INSPECTION FEES**

RE-INSPECTION FEE-FIRST	40.00	40.00
RE-INSPECTION FEE-SECOND	50.00	50.00
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00

(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE
STATUTE 553.80(2)(c))**WASTEWATER TAP FEES**

WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%

WATER TAP FEES

WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%

WATER METER SET FEES**INSIDE CITY:**

WATER METER SET - 3/4"	500.00	500.00
WATER METER SET - 1"	625.00	625.00
WATER METER SET - 1 1/2"	1,050.00	1,050.00
WATER METER SET - 2"	1,450.00	1,450.00
WATER METER SET - 2" (HIGH FLOW)	2,160.00	2,160.00
WATER METER SET - 3" (HIGH FLOW)	2,300.00	2,300.00
WATER METER SET - 4" (HIGH FLOW)	3,600.00	3,600.00

OUTSIDE CITY:

WATER METER SET - 3/4"	625.00	625.00
WATER METER SET - 1"	781.25	781.25
WATER METER SET - 1 1/2"	1,312.50	1,312.50
WATER METER SET - 2"	1,812.50	1,812.50

WATER METER SET - 2" (HIGH FLOW)	2,700.00	2,700.00
WATER METER SET - 3" (HIGH FLOW)	2,875.00	2,875.00
WATER METER SET - 4" (HIGH FLOW)	4,500.00	4,500.00
GAS PERMIT FEES		
GAS - PER OUTLET (1-4)	2.00	2.00
GAS - PERMIT RESIDENTIAL	30.00	30.00
GAS - PERMIT COMMERCIAL	60.00	60.00
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50
MECHANICAL PERMIT FEES		
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00
MECHANICAL-ALL OTHER	60.00	60.00
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00
DUCTWORK ONLY	Valuation	Valuation
MECH - 0 - 3 TONS	65.00	65.00
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00
MECH - 3+ - 10 TONS PER TON	11.00	11.00
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00
MECH - 10+ - 25 TONS PER TON	9.00	9.00
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00
MECH - 25+ - 50 TONS, PER TON	5.50	5.50
MECH - 50+ TONS, INITIAL FEE	414.00	414.00
MECH - 50+ TONS PER TON	4.50	4.50
SIGN PERMIT FEES		
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	25% OF ORIGINAL PERMIT FEE
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25
TEMPORARY SIGN-PER DAY	1.00	1.00
MISC. BUILDING & ZONING FEES		
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00
BUSINESS USE OF FOOD TRUCK	75.00/Year	125.00/Year
COMMERCIAL STOCKING PERMIT	100.00	100.00
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00
GARAGE SALE PERMIT	5.00	5.00
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and structural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00
LOW VOLTAGE SYSTEM LABEL	55.00	55.00
METER RESET FEE	10.00	10.00
MOBILE HOME PERMIT (Set-up)	250.00	250.00
MOVING PERMIT (HOUSE MOVING)	200.00	200.00
ROOF - NEW OR REPLACEMENT	50.00	50.00
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00
SIDEWALK PER LINEAR FT	13.00	13.00
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A
BASE FEE (PER EVENT)	200.00	200.00
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A
SMALL EVENT - 50 PEOPLE OR LESS	50.00	50.00
LARGE EVENT - 51 PEOPLE OR MORE	150.00	150.00
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event
TENT PERMIT	50.00	50.00
TREE REMOVAL PERMIT, FIRST TREE	60.00	60.00
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	10.00	10.00
PASS-THROUGH FEES		

(ACTUAL CONSULTANT COSTS AS APPLICABLE)

LEGAL NOTICES	Actual Cost	Actual Cost
ADVERTISING	Actual Cost	Actual Cost
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost

CODE ENFORCEMENT**MISC.**

SPECIAL MASTER	250.00	250.00
SPECIAL MASTER (PER DAY)	500.00	500.00
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00
CODE FINE (CLASS I)	50.00	50.00
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00
CODE FINE (CLASS II)	100.00	100.00
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00
CODE FINE (CLASS III)	250.00	250.00
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(FIRST OFFENSE)	250.00	250.00
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(EACH SUBSEQUENT OFFENSE)	500.00	500.00

CITY CLERK

MISCELLANEOUS CHARGES FOR COPIES		
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75
LARGER SIZE COPIES	Actual Cost	Actual Cost
DUPLICATION		
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	\$1.00 Per Page	\$1.00 Per Page
DUPLICATE DVD	2.00	2.00
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

UTILITIES**UTILITY DEPOSIT RATES**

**RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE
AS VERIFIED BY APPROVED PROVIDER:
GREEN**

WATER	50.00	50.00
SEWER	50.00	50.00
SOLID WASTE	50.00	50.00

YELLOW

WATER	75.00	75.00
SEWER	75.00	75.00
SOLID WASTE	75.00	75.00

RED

WATER	100.00	100.00
SEWER	100.00	100.00
SOLID WASTE	100.00	100.00

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK, **OR IF THEY REFUSE CREDIT CHECK.**

DEPOSIT OF \$150 REQUIRED FOR PROPERTY MANAGEMENT COMPANIES OR LANDLORDS IN LIEU OF FULL DEPOSIT TO RECEIVE SERVICES WHILE PREPARING PROPERTY FOR NEW TENANTS.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS

WATER/SEWER UTILITY RATES**WATER****WATER FIXED MONTHLY CHARGES****INSIDE CITY:**

WATER RESIDENTIAL 3/4" METER-MONTHLY	9.83	10.37
WATER RESIDENTIAL 1" METER-MONTHLY	9.83	10.37
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	32.76	34.56
WATER RESIDENTIAL 2" METER-MONTHLY	52.42	55.30
WATER RESIDENTIAL 3" METER-MONTHLY	142.53	150.37
WATER RESIDENTIAL 4" METER-MONTHLY	245.73	259.25
WATER RESIDENTIAL 6" METER-MONTHLY	524.23	553.06
WATER RESIDENTIAL 8" METER-MONTHLY	917.40	967.86
WATER RESIDENTIAL 10" METER-MONTHLY	1,376.11	1,451.79
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	9.29	9.80

WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	9.83	10.37
WATER NON-RESIDENTIAL 1" METER-MONTHLY	16.38	17.28
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	32.76	34.56
WATER NON-RESIDENTIAL 2" METER-MONTHLY	52.42	55.30
WATER NON-RESIDENTIAL 3" METER-MONTHLY	142.53	150.37
WATER NON-RESIDENTIAL 4" METER-MONTHLY	245.73	259.25
WATER NON-RESIDENTIAL 6" METER-MONTHLY	524.23	553.06
WATER NON-RESIDENTIAL 8" METER-MONTHLY	917.40	967.86
WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,376.11	1,451.79
WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	9.29	9.80

OUTSIDE CITY:

- -

WATER RESIDENTIAL 3/4" METER-MONTHLY	12.29	12.96
WATER RESIDENTIAL 1" METER-MONTHLY	12.29	12.96
WATER RESIDENTIAL 1 1/2" METER-MONTHLY	40.95	43.20
WATER RESIDENTIAL 2" METER-MONTHLY	65.52	69.13
WATER RESIDENTIAL 3" METER-MONTHLY	178.16	187.96
WATER RESIDENTIAL 4" METER-MONTHLY	307.17	324.06
WATER RESIDENTIAL 6" METER-MONTHLY	655.29	691.33
WATER RESIDENTIAL 8" METER-MONTHLY	1,146.75	1,209.82
WATER RESIDENTIAL 10" METER-MONTHLY	1,720.13	1,814.74
WATER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.62	12.26
	-	-
WATER NON-RESIDENTIAL 3/4" METER-MONTHLY	12.29	12.96
WATER NON-RESIDENTIAL 1" METER-MONTHLY	20.48	21.60
WATER NON-RESIDENTIAL 1 1/2" METER-MONTHLY	40.95	43.20
WATER NON-RESIDENTIAL 2" METER-MONTHLY	65.52	69.13
WATER NON-RESIDENTIAL 3" METER-MONTHLY	178.16	187.96
WATER NON-RESIDENTIAL 4" METER-MONTHLY	307.17	324.06
WATER NON-RESIDENTIAL 6" METER-MONTHLY	655.29	691.33
WATER NON-RESIDENTIAL 8" METER-MONTHLY	1,146.75	1,209.82
WATER NON-RESIDENTIAL 10" METER-MONTHLY	1,720.13	1,814.74
WATER NON-RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	11.62	12.26
WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
WATER INSIDE CITY:		
	-	-
WATER RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30
	-	-
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30
	-	-
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	9.34	9.85
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	10.74	11.34
WATER NON-RESIDENTIAL OVER 15,000 GALLONS	10.74	11.34
WATER MULTI UNIT NON-RESIDENTIAL 0 TO 2,000 GALLONS	4.67	4.93
WATER MULTI UNIT NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	9.34	9.85
WATER MULTI UNIT NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	10.74	11.34
WATER MULTI UNIT NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	11.67	12.31
WATER MULTI UNIT NON-RESIDENTIAL OVER 15,000 GALLONS	12.61	13.30
	-	-
WATER OUTSIDE CITY:		
	-	-
WATER RESIDENTIAL 0 TO 2,000 GALLONS	5.84	6.16
WATER RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER RESIDENTIAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER RESIDENTIAL OVER 15,000 GALLONS	15.76	16.63
	-	-
WATER MULTI UNIT RESIDENTIAL 0 TO 2,000 GALLONS	5.84	6.16
WATER MULTI UNIT RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER MULTI UNIT RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER MULTI UNIT RESIDENTIAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER MULTI UNIT RESIDENTIAL OVER 15,000 GALLONS	15.76	16.63
	-	-
WATER NON-RESIDENTIAL 0 TO 2,000 GALLONS	11.67	12.31
WATER NON-RESIDENTIAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER NON-RESIDENTIAL 5,001 TO 10,000 GALLONS	13.43	14.17

WATER NON-RESIDENTIAL 10,001 TO 15,000 GALLONS	13.43	14.17
WATER NON-RESIDENTAL OVER 15,000 GALLONS	13.43	14.17
	-	-
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	5.84	6.16
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	11.67	12.31
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	13.43	14.17
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	14.59	15.39
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	15.76	16.63

SEWER**SEWER FIXED MONTHLY CHARGES****SEWER INSIDE CITY:**

SEWER RESIDENTIAL 3/4" METER-MONTHLY	14.10	14.88
SEWER RESIDENTIAL 1" METER-MONTHLY	14.10	14.88
SEWER RESIDENTIAL 1 1/2" METER-MONTHLY	47.00	49.59
SEWER RESIDENTIAL 2" METER-MONTHLY	75.21	79.35
SEWER RESIDENTIAL 3" METER-MONTHLY	204.47	215.72
SEWER RESIDENTIAL 4" METER-MONTHLY	352.53	371.92
SEWER RESIDENTIAL 6" METER-MONTHLY	752.08	793.44
SEWER RESIDENTIAL 8" METER-MONTHLY	1,316.14	1,388.52
SEWER RESIDENTIAL 10" METER-MONTHLY	1,974.21	2,082.79
SEWER RESIDENTIAL MULTI UNIT (PER UNIT-MONTHLY)	13.32	14.06

SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	14.10	14.88
SEWER NON-RESIDENTAL 1" METER-MONTHLY	23.50	24.79
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	47.00	49.59
SEWER NON-RESIDENTAL 2" METER-MONTHLY	75.21	79.35
SEWER NON-RESIDENTAL 3" METER-MONTHLY	204.47	215.72
SEWER NON-RESIDENTAL 4" METER-MONTHLY	352.53	371.92
SEWER NON-RESIDENTAL 6" METER-MONTHLY	752.08	793.44
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,316.14	1,388.52
SEWER NON-RESIDENTAL 10" METER-MONTHLY	1,974.21	2,082.79
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	13.32	14.06

SEWER OUTSIDE CITY:

SEWER RESIDENTAL 3/4" METER-MONTHLY	17.63	18.60
SEWER RESIDENTAL 1" METER-MONTHLY	17.63	18.60
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	58.76	61.99
SEWER RESIDENTAL 2" METER-MONTHLY	94.01	99.18
SEWER RESIDENTAL 3" METER-MONTHLY	255.59	269.65
SEWER RESIDENTAL 4" METER-MONTHLY	440.66	464.90
SEWER RESIDENTAL 6" METER-MONTHLY	940.10	991.80
SEWER RESIDENTAL 8" METER-MONTHLY	1,645.17	1,735.66
SEWER RESIDENTAL 10" METER-MONTHLY	2,467.76	2,603.48
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	16.66	17.58

SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	17.63	18.60
SEWER NON-RESIDENTAL 1" METER-MONTHLY	29.37	30.99
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	58.76	61.99
SEWER NON-RESIDENTAL 2" METER-MONTHLY	94.01	99.18
SEWER NON-RESIDENTAL 3" METER-MONTHLY	255.59	269.65
SEWER NON-RESIDENTAL 4" METER-MONTHLY	440.66	464.90
SEWER NON-RESIDENTAL 6" METER-MONTHLY	940.10	991.80
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,645.17	1,735.66
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,467.76	2,603.48
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	16.66	17.58

SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)**SEWER INSIDE CITY:**

SEWER RESIDENTAL 0 TO 2,000 GALLONS	3.63	3.83
SEWER RESIDENTAL OVER 2,000	10.98	11.58
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.63	3.83
SEWER RESIDENTAL MULTI UNIT OVER 2,000	10.98	11.58
		-
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	10.98	11.58
SEWER NON-RESIDENTAL OVER 2,000	10.98	11.58
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.63	3.83
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	10.98	11.58
		-
SEWER RESIDENTAL 0 TO 2,000 GALLONS	4.54	4.78
SEWER RESIDENTAL OVER 2,000	13.72	14.48
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER RESIDENTAL MULTI UNIT OVER 2,000	13.72	14.48
		-
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	13.72	14.48
SEWER NON-RESIDENTAL OVER 2,000	13.72	14.48
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.72	14.48
		-
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	13.72	14.48
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.54	4.78
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.72	14.48
		-
FIRE LINE SPRINKLERS		-
1" FIRE LINE SPRINKLER - INSIDE CITY	2.44	2.57
2" FIRE LINE SPRINKLER - INSIDE CITY	4.83	5.10
4" FIRE LINE SPRINKLER - INSIDE CITY	9.66	10.19
6" FIRE LINE SPRINKLER - INSIDE CITY	19.31	20.37
8" FIRE LINE SPRINKLER - INSIDE CITY	38.66	40.78
10" FIRE LINE SPRINKLER - INSIDE CITY	77.27	81.52
12" FIRE LINE SPRINKLER - INSIDE CITY	154.52	163.02
		-
1" FIRE LINE SPRINKLER - OUTSIDE CITY	3.03	3.19
2" FIRE LINE SPRINKLER - OUTSIDE CITY	6.04	6.38
4" FIRE LINE SPRINKLER - OUTSIDE CITY	12.11	12.78
6" FIRE LINE SPRINKLER - OUTSIDE CITY	24.15	25.48
8" FIRE LINE SPRINKLER - OUTSIDE CITY	48.29	50.95
RENEWAL/REPLACEMENT		
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75
MISC./REPLACEMENT FEES		
ACCOUNT FEES:		
ADMINISTRATIVE FEES	25.00	25.00
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00
DELINQUENT ACCOUNT FEE	30.00	30.00
LATE PAYMENT PENALTY		
<u>(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)</u>	15%	15%
COLLECTION AGENCY PERCENTAGE	35%	35%
RETURNED CHECK CHARGE - CHECKS UP TO \$50.00	25.00	25.00
RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00	30.00	30.00
RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00	40.00	40.00
RETURNED CHECK CHARGE - CHECKS > \$800.00	5% of Face Amt.	5% of Face Amt.
SUSPENDED ACCOUNT FEE	15.00	15.00
SUSPENDED ACCOUNT FEE - REACTIVATION	15.00	15.00
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00
OTHER MISC./REPLACEMENT FEES:		
-	-	-

TEMPORARY TURN-ON	25.00	25.00
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor
BROKEN HARD LOCK	35.00	35.00
BROKEN SOFT LOCK	30.00	30.00
BROKEN MASTER LOCK	45.00	45.00
METER BENCH TEST	75.00	75.00
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor
LABOR CHARGE PER HOUR	N/A	N/A
METER BOX	Actual Cost+Labor	Actual Cost+Labor
ADDITIONAL METER CHECK AT LOCATION	20.00	20.00
OVERTIME CHARGE	52.00	52.00
PULLED/SET METER	Labor Cost/1 Hr.	Labor Cost/1 Hr.
	Min.	Min.
	Actual	Actual
RADIO READ HEAD	Cost+Labor	Cost+Labor
	Actual	Actual
METER COUPLING 1"	Cost+Labor	Cost+Labor
	Actual	Actual
METER RISER 7"	Cost+Labor	Cost+Labor
	Actual	Actual
METER RISER 9"	Cost+Labor	Cost+Labor
	Cost as per contract	Cost as per contract
REUSE WATER	all locations	all locations
	26.00	26.00
BOOT DAMAGED, STOLEN		
HYDRANT RENTAL -		
METER DEPOSIT	1,700.00	1,700.00
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)		
WTR 0-2,000 GALLONS	9.34	9.85
WTR 2,001-5,000 GALLONS	9.34	9.85
WTR 5,001-10,000 GALLONS	10.74	11.34
WTR 10,001-15,000 GALLONS	10.74	11.34
WTR > 15,000 GALLONS	10.74	11.34
LOST METER (ASSUMED GALLONS PER DAY)	500GL/DAY	500GL/DAY
SOLID WASTE COLLECTION		
RESIDENTIAL		
RESIDENTIAL Toter	25.01	25.01
EXTRA RESIDENTIAL Toter	25.01	25.01
EXTRA RESIDENTIAL Toter DEPOSIT	30.00	30.00
BULK RATE PER CUBIC YARD	8.30	8.30
COMMERICAL		
COMMERCIAL CONTAINERS		
2 YARD	PU/WK -1	79.92
	PU/WK -2	159.84
	PU/WK -3	239.76
	PU/WK -4	319.68
	PU/WK -5	399.60
	PU/WK -6	479.52
	XPU	19.98
4 YARD	PU/WK -1	159.84
	PU/WK -2	319.68
	PU/WK -3	479.52
	PU/WK -4	639.36
	PU/WK -5	799.20
	PU/WK -6	959.04
	XPU	39.96
6 YARD	PU/WK -1	239.76

	PU/WK -2	479.52	479.52
	PU/WK -3	719.28	719.28
	PU/WK -4	959.04	959.04
	PU/WK -5	1,198.80	1,198.80
	PU/WK -6	1,438.56	1,438.56
	XPU	59.94	59.94
8 YARD	PU/WK -1	319.68	319.68
	PU/WK -2	639.36	639.36
	PU/WK -3	959.04	959.04
	PU/WK -4	1,278.72	1,278.72
	PU/WK -5	1,598.40	1,598.40
	PU/WK -6	1,918.08	1,918.08
	XPU	79.92	79.92
T96 CARTS	PU/WK -2	34.39	34.39
COMMERICAL CONTAINERS - DEPOSIT			
2 YARD	PU/WK -1	159.84	159.84
	PU/WK -2	319.68	319.68
	PU/WK -3	479.52	479.52
	PU/WK -4	639.36	639.36
	PU/WK -5	799.20	799.20
	PU/WK -6	959.04	959.04
4 YARD	PU/WK -1	319.68	319.68
	PU/WK -2	639.36	639.36
	PU/WK -3	959.04	959.04
	PU/WK -4	1,278.72	1,278.72
	PU/WK -5	1,598.40	1,598.40
	PU/WK -6	1,918.08	1,918.08
6 YARD	PU/WK -1	479.52	479.52
	PU/WK -2	959.04	959.04
	PU/WK -3	1,438.56	1,438.56
	PU/WK -4	1,918.08	1,918.08
	PU/WK -5	2,397.60	2,397.60
	PU/WK -6	2,877.12	2,877.12
8 YARD	PU/WK -1	639.36	639.36
	PU/WK -2	1,278.72	1,278.72
	PU/WK -3	1,918.08	1,918.08
	PU/WK -4	2,557.44	2,557.44
	PU/WK -5	3,196.80	3,196.80
	PU/WK -6	3,836.16	3,836.16
T96 CARTS	PU/WK -2	75.00	75.00
ROLL-OFF RESIDENTIAL(PER PULL)			
20 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
30 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
40 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
ROLL-OFF COMMERICAL (PER PULL) 2 PULL MINIMUM PER MONTH			
20 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
30 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
40 YEAR (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19
DISPOSAL COST		Actual	Actual
DISPOSAL COST - GREEN		Actual	Actual
DISPOSAL COST - C&D		Actual	Actual
DISPOSAL COST - MIXED DEBRIS		Actual	Actual

ROLL-OFF RESIDENTIAL/COMMERICAL - DEPOSIT		
20 YEAR	516.39	516.39
30 YARD	516.39	516.39
40 YARD	516.39	516.39
MISC COMMERICAL CONTAINER CHARGES		
CASTER/WHEELS	10.00	10.00
LOCKING LID	15.05	15.05
20YD TRASH COMPACTOR	516.38	516.38
30YD TRASH COMPACTOR	516.38	516.38
40YD TRASH COMPACTOR	68.49	68.49
STORMWATER		
STORMWATER UTILTIY FEE		
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE		
EIGHT (\$8.00) PER MONTH, (\$96.00 ANNUALLY)		
POLICE FEES		
MISCELLANEOUS		
REPORTS	1.00	1.00
FINGERPRINTS - RESIDENT	5.00	5.00
FINGERPRINTS - NON-RESIDENT	7.00	7.00
DVD	1.00	1.00
BODY WORN CAMERA VIDEO	\$0.49 PER MINUTE	FIRST 15 MINUTES FREE, ADDITIONAL MINUTES \$0.52 PER MINUTE
VEHICLE EQUIPMENT CHECK	4.00	4.00
GOLF CART REGISTRATION	25.00	25.00
FALSE ALARMS - 4TH OCCURRENCE IN 365 DAYS	50.00	50.00
FALSE ALARMS - 5TH OCCURRENCE IN 365 DAYS	75.00	75.00
FALSE ALARMS - 6TH OCCURRENCE IN 365 DAYS	100.00	100.00
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00
ANIMAL CONTROL		
EUTHANASIA/REQUEST BY OWNER	100.00	100.00
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00
DEAD ANIMAL REMOVAL - PRIVATE PROPERTY	30.00	30.00
NEUTERED MALE DOG - EACH	5.00	5.00
NEUTERED MALE CAT - EACH	5.00	5.00
SPAYED FEMALE DOG - EACH	5.00	5.00
SPAYED FEMALE CAT - EACH	5.00	5.00
	25.00	25.00
FIRE PROTECTION FEES		
FALSE ALARMS		
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	100.00	100.00
LIFT ASSIST FEE	300.00	300.00
GENERAL GOVERNMENT		
LIEN SEARCH	25.00	25.00
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate schedule	FEMA Rate schedule
MATERIAL - PURCHASED BY CITY	Actual cost	Actual cost
NOTE: LIEN REDUCTIONS/MODIFICATIONS		
Pursuant to Section 70-35 the city manager or his/her designee		
PARKS & RECREATION		
FACILTY/FIELD RENTALS		
SICA HALL		
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	90.00	90.00

SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	45.00	45.00
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	160.00	160.00
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	80.00	80.00
SICA HALL - 3 ROOMS (BASE RATE INCLUDES 2 HOURS)	200.00	200.00
SICA HALL - 3 ROOMS (PER EACH ADDITIONAL HOUR)	100.00	100.00
SICA HALL - ALCOHOL FREE	100.00	100.00
SICAL HALL DEPOSIT (REFUNDABLE)	100.00	100.00
SET-UP/BREAKDOWN (PER USE)	30.00	30.00
CLEAN UP (NO REFUND OF DEPOSIT)		
CLUBHOUSE		
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	50.00	50.00
CLUB HOUSE (EACH ADDITIONAL HOUR)	25.00	25.00
CLUB HOUSE DEPOSIT	50.00	50.00
CLEAN UP (NO REFUND OF DEPOSIT)		
CENTENNIAL PARK		
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
LARGE PAVILLION (EACH ADDITIONAL HOUR)	10.00	10.00
LARGE PAVILION DEPOSIT	25.00	25.00
SUNRISE PARK		
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
LARGE PAVILLION (EACH ADDITIONAL HOUR)	10.00	10.00
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
SMALL PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00
GAZEBO (BASE RATE INCLUDES 3 HOURS)	30.00	30.00
GAXEBO (EACH ADDITIONAL HOUR)	10.00	10.00
ROSS POINT PARK		
ROSS POINT (BASE RATE INCLUDES 3 HOURS)	180.00	180.00
ROSS POINT (EACH ADDITIONAL HOUR)	60.00	60.00
DEPOSIT (REFUNDABLE)	100.00	100.00
RIVERSIDE PARK		
RIVERSIDE (BASE RATE INCLUDES 3 HOURS)	180.00	180.00
EACH ADDITIONAL HOUR	60.00	60.00
DEPOSIT (REFUNDABLE)	100.00	100.00

Updated 10/03/2023