

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 14, 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 John Penny
- c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA**3. CRA AGENDA**

- 1. -2023-R-64 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. PUBLIC COMMENTS****6. APPROVAL OF MINUTES**

- 1. Minutes - October 24, 2023 Regular City Commission Meeting and October 24, 2023 Workshop

(Requested by Valerie Manning, City Clerk)

7. 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-65 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution -2023-R-66 A Resolution of the City of Holly Hill, Florida, Approving the Piggybacking of Contract Ifb-20-076 Between Tohopekaglia Water Authority and USSI, LCC and Authorizing the City Manager to Execute an Agreement for the Purchase of Services with USSI for In-Flow Abatement Services in an Amount Not to Exceed \$ 126,000.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Amendment to the RCG Agreement

(Requested by Joseph Forte, City Manager)

4. FDOT Grant - 2024 Speed / Aggressive Driving Enforcement Program Project Number : SC-2024-00157 FDOT Contract Number : G2P39

(Requested by Jeff Miller, Police)

8. REGULAR AGENDA

1. Resolution -2023-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving 23-CRA-05, an RFP Updating the 2007 City of Holly Hill Community Redevelopment Area Master Plan and Extending the CRA Sunset Date from May 2026 to May 2036 and Awarding the Project to GAI at a Cost of \$98,289.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution -2023-R-68 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating the State Fire Marshall 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)

3. Resolution -2023-R-69 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2022-2023 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)

4. Request for a Lien Reduction - 172 Flomich Street

(Requested by Joseph Forte, City Manager)

5. Vineyards Final Plat

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

9. PUBLIC HEARINGS

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

recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2023-O-3065 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from B-5 (Heavy Commercial) Volusia County, to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

10. COMMUNICATIONS

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

11. ADJOURNMENT

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

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



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



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

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



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

**City Commission
CRA Resolution**

MEETING DATE: November 14, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.
NUMBER: 2023-R-64
APPLICANT:
PLANNER:

DISCUSSION:

City staff have received a proposal from Florida Power and Light Company (FPL) to replace the lighting fixtures and poles in Riverside Park with new decorative street lights along with decorative fixtures to match the proposed poles and streetlights fixtures along Riverside Drive. Work proposed is included under the following exhibits:

Exhibit A: Proposed Agreement with FPL
Exhibit B: Riverside Park lighting map

The proposed agreement between FPL and the City for this work shall be for a term of ten (10) years from the date of initiation of service and shall extend thereafter for further successive periods of five (5) years unless terminated by the City Manager prior to the initial ten (10) year term, or any extension thereof.

FISCAL ANALYSIS:

The City costs affiliated with this project include the payment of a Contribution in Aid of Construction in an amount of \$14,076.30, a monthly maintenance cost of \$102.75 and the cost of the electricity powering the lights. Funding is included in the CRA Capital account 139-8110-580-3400.

STAFF RECOMMENDATION:

Staff recommends the Community Redevelopment Agency approve the proposed agreement with FPL for lighting improvements in Riverside Park.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - 2023 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill Parking Lot (PDF)
- Exhibit B - City of Holly Hill Riverside Parking Lot NC LT-1 PRELIMANARY DRAWING (1) (PDF)

CRA Resolution No. 2023-64

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to upgrade the lighting in Riverside Park and install decorative street lighting and decorative fixtures to match the proposed poles and streetlights fixtures along Riverside Drive; and

WHEREAS, City staff have found the terms of the proposal from FPL to be reasonable and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill authorize the City Manager to enter into an agreement with FPL for lighting improvements in Riverside Park at an initial cost of \$14,076.30, monthly maintenance cost of \$102.75 and the ongoing costs of electricity powering the lights.

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 by the Community Redevelopment Agency.

**APPROVED AND AUTHENTICATED on this 14th day of NOVEMBER,
2023.**

FPL Account Number: **6659300708**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Holly Hill (hereinafter called the Customer), requests on this 20th day of October, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Riverside Dr. Parking Lot, located in Holly Hill, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

[illegible]

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Washington Concrete Pole Tenon Mount 18.5'	17	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): (17) Black Washington Concrete Pole Tenon Mount 18.5' The City has agreed to pay additional CIAC for FPL to remove the City's Poles at \$700 per each. The additional CIAC will be \$11,900. ($700 \times 17 = 11,900$) . The total CIAC amount with construction and removal will be $\$11,900 + \$2176.05 = \underline{\$14,076.05}$

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$102.75. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$2176.05 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Holly Hill

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

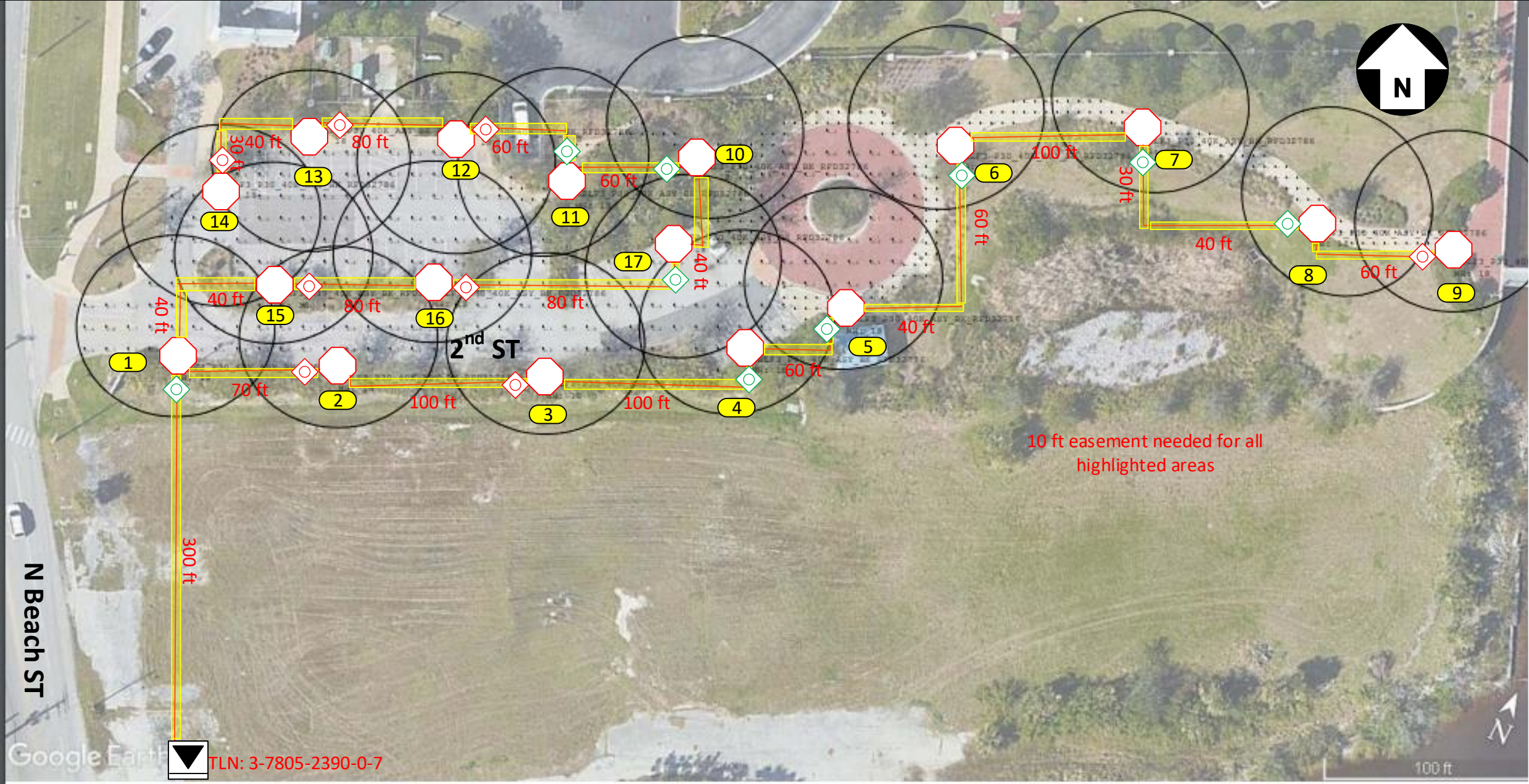
Title: FPL LT-1 Representative

FPL Construction Symbols

- = Proposed #6 DPX Span
- ⬡ = Proposed Street Light
- ▼ = Existing Transformer
- ⬢ = Proposed Hand Hole
- ⬢ = Proposed 24" Hand Hole

Total UG footage 1510 ft

Feeder: Daytona Beach 100131



Construction Notes:

FPL to open trench and install 2" conduit with 24in minimum cover with a hand holes for the one location. 24in hand holes needed for locations 1, 4, 5, 6, 7, 8, 10, 11 and 17. Call locates prior to digging.

Loc. 1-17: FPL contractor to install 17 Holophane Bern 51W 4000K 6,773L on 17 STD Black Washington for Pendant fixtures 23' (16' MH). Connect to existing secondary service and install hand holes at each location. Verify fixture is working correctly after installation. Check 120V to terminal blocks.

CHECK VOLTAGE – CONVERT 480V to 120V or 240V’ On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay. Contact the FPL PL to assist with this process.

-FPL crew to run # 6 DPX UG cable to all locations shown in the drawing.

-All facilities to be installed within utility easement.

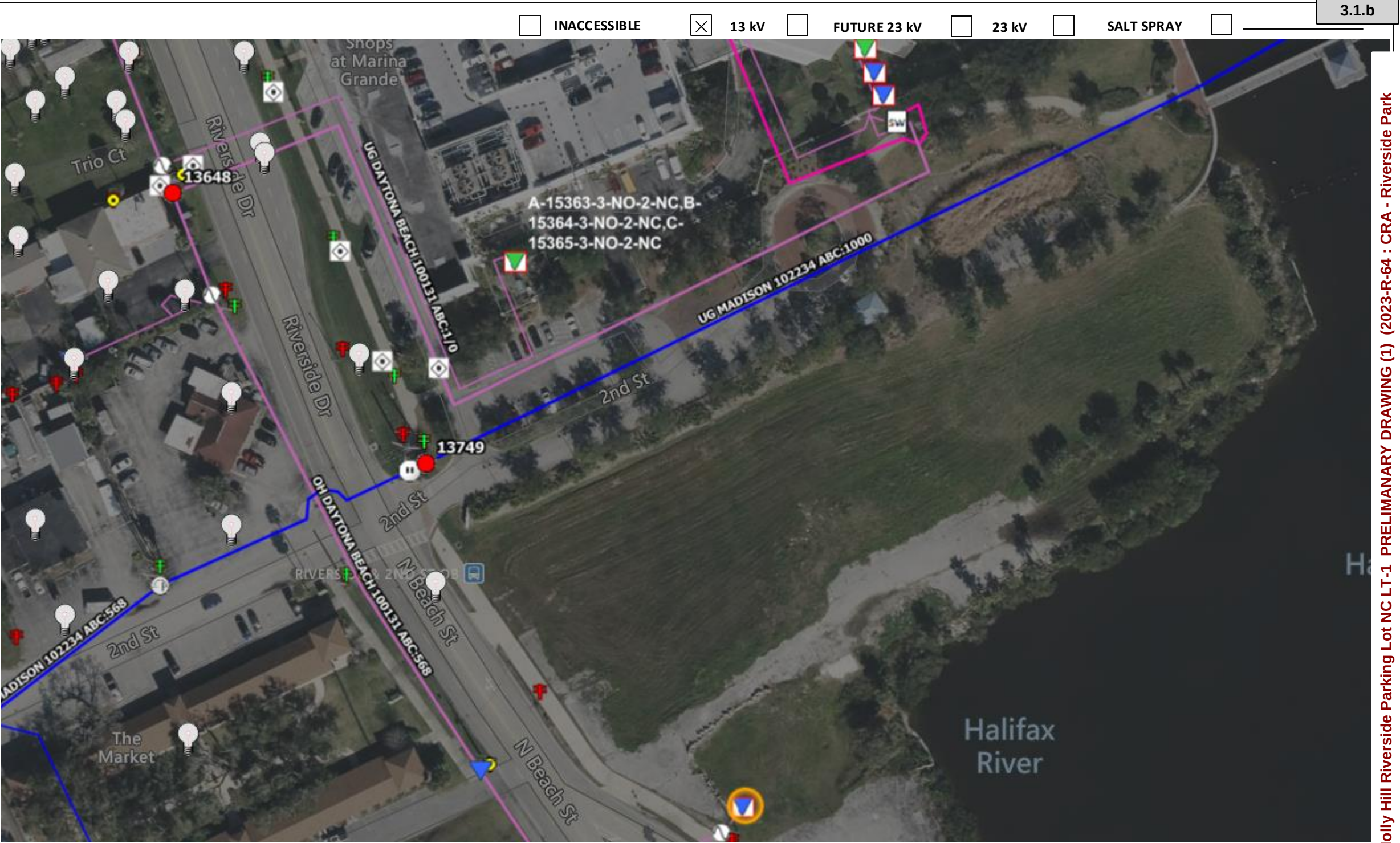
-Customer to contact FPL PL and coordinate staking of all locations prior LED installations. Customer is responsible for any restoration required.

FPL LED Representative: Scott Thrapp

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROD.		AS-BUILT COPY	
FOREMAN SIGNATURE _____ DATE _____		FOREMAN SIGNATURE _____ DATE _____		SUPERVISOR SIGNATURE _____ DATE _____		INITIALS _____ CBT. DATE _____	
Easement? Yes ☒ No ☐		Survey/Stake? Yes ☒ No ☐		Work with SMO? Yes ☐ No ☒		FPL City of Holy Hill Riverside Parking Lot NC LT-1 Install 17 New Street Lights 951 N Beach St Holly Hill, FL 32117	
Tree Work? Yes ☐ No ☒		Designer/Stake? Yes ☐ No ☒		CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D City _____ County Rd. _____ County Air _____ State Road _____ FAA _____		WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____					
Requested Tel. Co. Set Poles? YES ☐ NO ☒		Requested Tel. Co. Transfer? YES ☐ NO ☒		Request CAVT Transfer? YES ☐ NO ☒		Tele. Attachment Per _____ Telephone Co. Job No. _____	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Designed by: ALAND FERTIL		Date: 08/30/23	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Drawn by: AXF		Check by: Dwg No. 1 OF 2	
TLM/LDS MODEL No. -		Map Posting? YES ☒ NO ☐		Rural Location Sec. 37 TWP. 15 S, RGE. 33 E.		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. DV0948	
		Posted by: _____		WR XXXXXXXX		Packet Pg. 13	

Total UG footage 1510 ft

Feeder:
Daytona Beach 100131



AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROD.				AS-BUILT COPY			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____			
Easement? Yes ☒ No ☐				Survey/Stake? Yes ☒ No ☐				Work with SMO? Yes ☐ No ☒				FPL City of Holy Hill Riverside Parking Lot NC LT-1 Install 17 New Street Lights 951 N Beach St Holly Hill, FL 32117			
Tree Work? Yes ☐ No ☒				Designer/Stake? Yes ☐ No ☒				CT/Special Mtr? Yes ☐ No ☒							
PERMIT REQ'D				City _____ County Rd. _____ County Air _____ State Road _____ FAA _____				WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____							
Requested Tel. Co. Set Poles? YES ☐ NO ☒				Requested Tel. Co. Transfer? YES ☐ NO ☒				Request CAVT Transfer? YES ☐ NO ☒				Tele. Attachment Per _____ Telephone Co. Job No. _____			
POLE LINE FEET 0'				DUCT BANK FT. 0'				Designed by: ALAND FERTIL				Date: 08/30/23			
POLE LINE FT. ON TRANSM. POLES 0'				TRENCH FT. 0'				Drawn by: AXF				Check by: _____ Dwg No. 2 OF 2			
TLM/LDS MODEL No. -				Map Posting? YES ☒ NO ☐				Rural Location Sec. 37 TWP. 15 S, RGE. 33 E.				SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. DV0948			
				Posted by: _____				WR XXXXXXXX				Packet Pg. 14			



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

**City Commission
Agenda Item**

6.1

MEETING DATE: November 14, 2023
FROM: Valerie Manning
SUBJECT: Minutes - October 24, 2023 Regular City Commission Meeting and
October 24, 2023 Workshop
NUMBER: (ID # 4321)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 24, 2023 regular City Commission meeting and the October 24, 2023 workshop.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - October 24, 2023 - Workshop (PDF)
- Minutes - October 24, 2023 - Regular CC meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 24, 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

2. 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	

3. DISCUSS HH CHAMBER OF COMMERCE

1.

Holly Hill Chamber of Commerce

(Requested by Valerie Manning, City Clerk)

Mr. Forte informed the Mayor and City Commissioners that at the last Chamber Board meeting, there was vote, by the board members present to dissolve the Chamber of Commerce as we know it today. Here tonight is Amanda Weston, Chamber Chairperson and Lura Willhite, President. He just wanted to make sure that the Commission is aware that this is a decision that the board made. The Chamber, as they know, is an independent entity. We don't answer to them and they don't answer to us but there is a business relationship that we have. In the process of dissolving the Chamber there are a lot of things that need to be taken care of; some big things, some small things. He doesn't believe we want to dissolve the corporation because if we keep the Holly Hill Chamber corporation in existence, we can always continue on as the Holly Hill Chamber of Commerce "doing business as"...it could be the Community Redevelopment something or another. There could be some other thing as doing business as instead of closing the corporation itself.

There was some discussion amongst the Commissioners and Mrs. Weston and Mrs. Willhite at this time. The membership has declined over the years and these ladies have tried endlessly to get businesses to join the Chamber. Things have changed over the years. The board decided that it was time to throw in the towel. When you compare revenue to expenses, the expenses are the lowest they ever been but revenue is the lowest as well over the years. There is and has been low attendance for ribbon cuttings; Trunk or

Treat has dissolved as well since the event left Hollyland Park there has been low attendance; there are plenty of other organizations that are doing trunk or treat events that many attend now; there's no business to community connection with the members; there will be ribbon cuttings still for businesses that John Cox will handle and schedule, that won't go away, it will still continue.

Commissioner Penny mentioned that he has brought up in the past about the identity of Pickleball and a slogan of some kind. Something that can be crossed advertised. Naples has claimed "*Pickleball Capital of the World*" so that can't be used. But it needs to be something like that but there's value to some kind of slogan and/or identity. Just something that the Commission can start thinking about.

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



4. DISCUSS OPTIONS FOR CONCERTS AT PICTONA

1.

Options for Concerts at Pictona

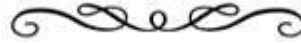
(Requested by Valerie Manning, City Clerk)

Mr. Forte mentioned he would like to start the workshop with the options for concerts at Pictona. He potentially put this on to talk about giving the seats away on the bleachers for free to try and build up attendance. Rick Hamilton at Pictona thinks it would be better not to do that. Giving away the seats, as the Commission has discussed before, devalues the seats. Instead of giving away the seats away for free to the general public, to use those tickets which maintain their value and use them to off-set advertising costs. Give them away to the radio stations, give them away to the tv stations, give them away to whomever is going to help promote the event and then they will use it on their promotions on the radio programs to give those tickets away to fill seats. Mr. Forte agrees with him. You don't want to devalue the seats. He thinks for the next few events they can go ahead and try this approach and use those tickets as giveaways to the stations for marketing and see if they can give them away to their listeners and their viewers in order to fill the seats and see how that goes. The city has a sponsor now with MetroHealth for \$10,000 and Rick Hamilton is working on Conviva tournament and giving them tickets. The MetroHealth will sponsor the city and we'll give them so many tickets in return and then they will give those away to their clients or their employees or their guests or whoever they want to help fill those seats. That's the approach that he would like to go in. The bleacher tickets will stay at \$20 so the seats are not being devalued.

There was **consensus** from the Mayor and City Commissioners to move forward with that approach and see how that works out.

There was some discussion about the wall at Pictona and the lettering that they would like to see painted on there for during tournaments; "Welcome To Holly Hill", wording. Mr. Forte mentioned that he has four examples that he will have them pick from at the end of this workshop.

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



5. **ADJOURNMENT**

The workshop adjourned at approximately 5:45 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 24, 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

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 Mayor Chris Via

Vice-Mayor Penny announced that Mayor Via will be attending the meeting tonight by speaker phone tonight because he is home sick with the flu.

Vice-Mayor Penny led the invocation.

c. Pledge of Allegiance

Vice-Mayor Penny led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

1.

Minutes - September 26, 2023 Workshop and October 10, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Vice-Mayor Penny 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 24th day of October, 2023, in Holly Hill



4. **CONSENT AGENDA - ITEMS (1 - 3)**

Vice-Mayor Penny 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. There was no one.

1. -2023-R-62 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2023-R-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT BY WAIVING FORMAL BIDDING AND APPROVING PIGGYBACKING CONTRACTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of carbon dioxide with the City of Ocala; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of high calcium quicklime with the City of Edgewater; and

WHEREAS, there are only three companies in Florida capable of providing the City with liquid chlorine and liquid sulfur dioxide and the City received price quotes from two of these companies and one company declined to provide a proposal; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve the piggybacking of contracts for the purchase of carbon dioxide and high calcium quicklime. The City Commission also waives the formal bidding process for the purchase of liquid chlorine and liquid sulfur dioxide and awards the contract to Allied Universal Corporation. The City Commission hereby approves all price agreements for the purchase of the Fiscal Year 2023-24 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

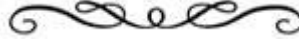
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of

OCTOBER, 2023.

Enacted and approved this 24th day of October, 2023, in Holly Hill



2. -2023-R-63 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of (3) 2023 Police Interceptor Vehicles from Bartow Ford at a Cost of \$166,371.29 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2023-R-63

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDED THE PURCHASE OF (3) 2023 POLICE INTERCEPTOR VEHICLES FROM BARTOW FORD AT A COST OF \$166,371.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #2021000541, AWARDED THE PURCHASE OF (3) 2023 POLICE INTERCEPTOR VEHICLES FROM BARTOW FORD AT A COST OF \$166,371.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, three Police Interceptor vehicles were approved to be purchased in the adopted fiscal year 2023-2024 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the

purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services.

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of Police Interceptor vehicles and equipment.

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 24th day of OCTOBER 2023.

Enacted and approved this 24th day of October, 2023, in Holly Hill



3.

Single Source Contract with Axon Enterprises, Inc. Taser Bundle FY 23-24
(Requested by Jeff Miller, Police)

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 24th day of October, 2023, in Holly Hill



5. **REGULAR AGENDA - NONE**

6. **PUBLIC HEARINGS**

1. -2023-O-3065 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from B-5 (Heavy Commercial) Volusia County, to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Brian Walker, City Planner briefly went through his staff report and informed the Vice-Mayor and Commissioners that this item will be presented as one, however, each Ordinance will be voted on separately. This agenda item is for 1872 and 1888 N Nova Road CPA an Rezone to consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and an Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1872 N Nova Road and 1888 N Nova Road. The applicant petitioned for the parcels in question to be annexed into the City of Holly Hill and at its regular meeting on September 26, 2023, the City Commission voted unanimously to approve the annexation. The property now needs to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan. Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Jessica Gow from Cobb Cole Law firm in Daytona Beach was present on behalf of the

applicant for any questions the Commission might have.

Vice-Mayor opened **public** participation. **No** one spoke.

ORDINANCE

3065

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3065, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL,** Commissioner Currie.*

PASSED, 5-0.

ORDINANCE 3066

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3066, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL,** seconded by Commissioner Currie.*

PASSED, 5-0.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 11/14/2023 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte informed the Commission that he went to the Volusia Delegation meeting in DeLand and presented the city's three appropriations request.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Johnson informed the Commission that there is a TPO meeting tomorrow; spoke on the traffic and LPGA Blvd., car wash on Nova Road and Flomich that will be coming soon.

Commissioner Danio enjoyed the Farmer's Market that was at Sunrise Park on Sunday; the OH to UG utilities are moving along US1.

Vice-Mayor Penny mentioned the Farmers Market was a huge success; maybe work on the parking for the next one but great attendance; Citizen of the Year - Grand Marshal of the Year will be coming up, have to start thinking on that for 2023.

D. Mayor's Comments

Mayor Via (on speaker phone) thanked everyone for allowing him to attend the meeting this way; working on getting better; asked about the Volusia League of Cities dinner on December 14th at Pictona; Mr. Forte let him know we're on course and moving forward, everything is going well.

8. ADJOURNMENT

The meeting adjourned at approximately 6:20 PM.



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

**City Commission
Resolution**

7.1

MEETING DATE: November 14, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Riverside Park at an Initial Cost of \$14,076.30, Monthly Maintenance Cost of \$102.75 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-65
APPLICANT:
PLANNER:

DISCUSSION:

City staff have received a proposal from Florida Power and Light Company (FPL) to replace the lighting fixtures and poles in Riverside Park with new decorative street lights along with decorative fixtures to match the proposed poles and streetlights fixtures along Riverside Drive. Work proposed is included under the following exhibits:

Exhibit A: Proposed Agreement with FPL
Exhibit B: Riverside Park lighting map

The proposed agreement between FPL and the City for this work shall be for a term of ten (10) years from the date of initiation of service and shall extend thereafter for further successive periods of five (5) years unless terminated by the City Manager prior to the initial ten (10) year term, or any extension thereof.

FISCAL ANALYSIS:

The City costs affiliated with this project include the payment of a Contribution in Aid of Construction in an amount of \$14,076.30, a monthly maintenance cost of \$102.75 and the cost of the electricity powering the lights. Funding is included in the CRA Capital account 139-8110-580-3400.

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the proposed agreement with FPL for lighting improvements in Riverside Park.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - 2023 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill Parking Lot (PDF)
- Exhibit B - City of Holly Hill Riverside Parking Lot NC LT-1 PRELIMINARY DRAWING (1) (PDF)

Resolution No. 2023-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, 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 AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN RIVERSIDE PARK AT AN INITIAL COST OF \$14,076.30, MONTHLY MAINTENANCE COST OF \$102.75 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to upgrade the lighting in Riverside Park and install decorative street lighting and decorative fixtures to match the proposed poles and streetlights fixtures along Riverside Drive; and

WHEREAS, City staff have found the terms of the proposal from FPL to be reasonable and appropriate.

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 authorize the City Manager to enter into an agreement with FPL for lighting improvements in Riverside Park at an initial cost of \$14,076.30, monthly maintenance cost of \$102.75 and the ongoing costs of electricity powering the lights.

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.

Resolution 2023-65

Meeting of November 14, 2023

**APPROVED AND AUTHENTICATED on this 14th day of NOVEMBER,
2023.**



FPL Account Number: **6659300708**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Holly Hill (hereinafter called the Customer), requests on this 20th day of October, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Riverside Dr. Parking Lot, located in Holly Hill, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

[illegible]

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Washington Concrete Pole Tenon Mount 18.5'	17	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): (17) Black Washington Concrete Pole Tenon Mount 18.5') The City has agreed to pay additonal CIAC for FPL to remove the City's Poles at \$700 per each. The additional CIAC will be \$11,900. (700*17= 11,900) . The total CIAC amount with construction and removal will be \$11,900 + \$2176.05 = \$14, 076.05

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$102.75. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$2176.05 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Holly Hill

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

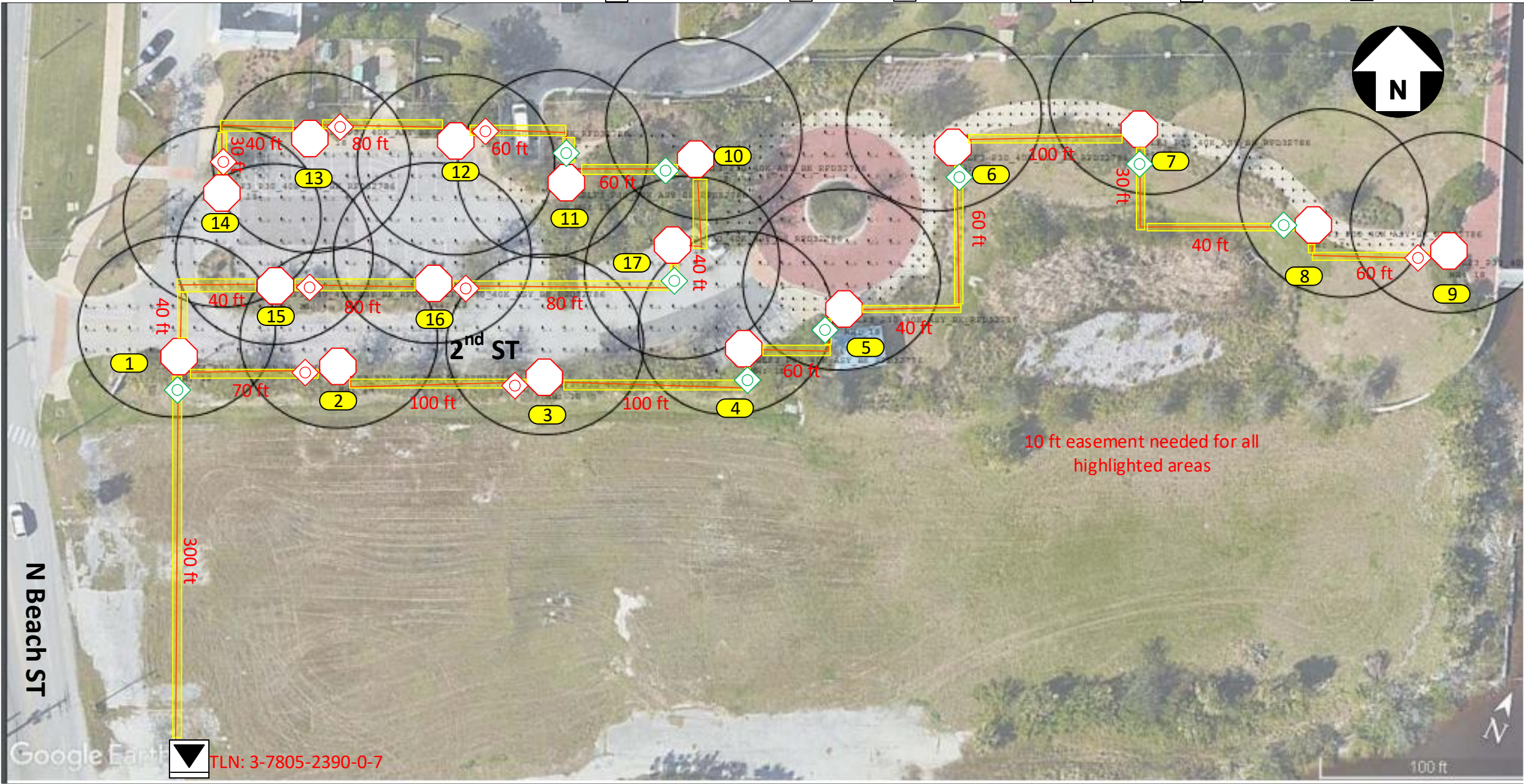
Title: FPL LT-1 Representative

FPL Construction Symbols

- = Proposed #6 DPX Span
- ⬡ = Proposed Street Light
- ▼ = Existing Transformer
- ⬢ = Proposed Hand Hole
- ⬢ = Proposed 24" Hand Hole

Total UG footage 1510 ft

Feeder:
Daytona Beach 100131



Construction Notes:

FPL to open trench and install 2" conduit with 24in minimum cover with a hand holes for the one location. 24in hand holes needed for locations 1, 4, 5, 6, 7, 8, 10, 11 and 17. Call locates prior to digging.

Loc. 1-17: FPL contractor to install 17 Holophane Bern 51W 4000K 6,773L on 17 STD Black Washington for Pendant fixtures 23' (16' MH). Connect to existing secondary service and install hand holes at each location. Verify fixture is working correctly after installation. Check 120V to terminal blocks.

CHECK VOLTAGE – CONVERT 480V to 120V or 240V’ On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay. Contact the FPL PL to assist with this process.

-FPL crew to run # 6 DPX UG cable to all locations shown in the drawing.

-All facilities to be installed within utility easement.

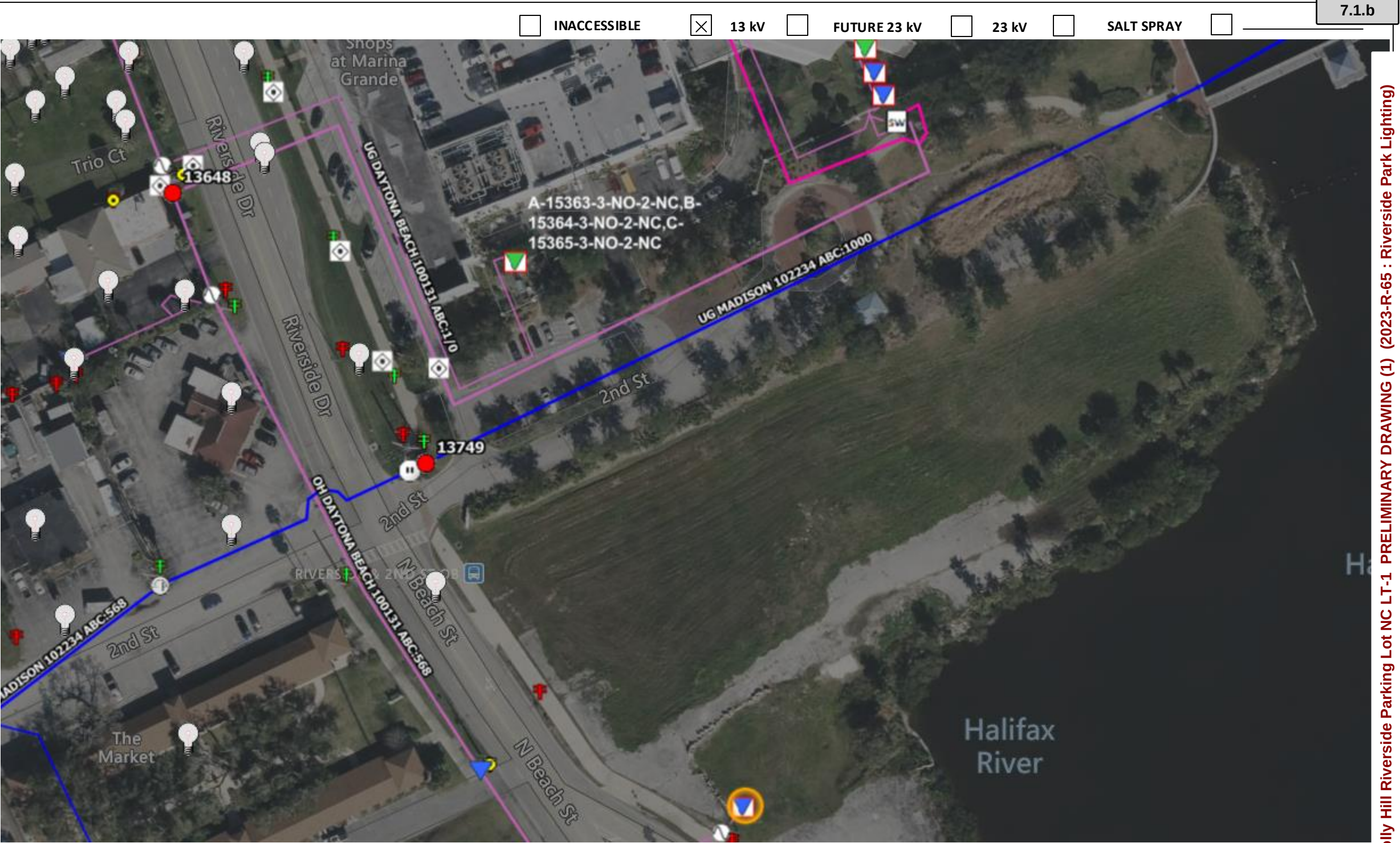
-Customer to contact FPL PL and coordinate staking of all locations prior LED installations. Customer is responsible for any restoration required.

FPL LED Representative: Scott Thrapp

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROD.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CBT. DATE _____	
Easement? Yes ☒ No ☐		Survey/Stake? Yes ☒ No ☐		Work with SMO? Yes ☐ No ☒		FPL City of Holy Hill Riverside Parking Lot NC LT-1	
Tree Work? Yes ☐ No ☒		Designer/Stake? Yes ☐ No ☒		CT/Special Mtr? Yes ☐ No ☒		Install 17 New Street Lights	
PERMIT REQ'D City _____ County Rd. _____ County Air _____ State Road _____ FAA _____		WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____		Request Tel. Co. Set Poles? YES ☐ NO ☒		Designed by: ALAND FERTIL Date: 08/30/23	
Request Tel. Co. Transfer? YES ☐ NO ☒		Request CAVT Transfer? YES ☐ NO ☒		Tele. Attachment Per _____ Telephone Co. Job No. _____		Drawn by: AXF Check by: Dwg No. 1 OF 2	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. 37 TWP. 15 S, RGE. 33 E.		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. DV0948	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		TLM/LDS MODEL No. - Map Posting? YES ☒ NO ☐ Posted by: WR XXXXXXXX		Packet Pg. 35	

Total UG footage 1510 ft

Feeder:
Daytona Beach 100131



AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROD.				AS-BUILT COPY																			
FOREMAN'S SIGNATURE _____				DATE _____				FOREMAN'S SIGNATURE _____				DATE _____				SUPERVISOR'S SIGNATURE _____				DATE _____				INITIALS _____				CMT. DATE _____			
Easement? Yes ☒ No ☐				Survey/Stake? Yes ☒ No ☐				Work with SMO? Yes ☐ No ☒				FPL City of Holy Hill Riverside Parking Lot NC LT-1 Install 17 New Street Lights 951 N Beach St Holly Hill, FL 32117				Designed by: ALAND FERTIL Date: 08/30/23				Drawn by: AXF Check by: Dwg No. 2 OF 2											
Tree Work? Yes ☐ No ☒				Designer/Stake? Yes ☐ No ☒				CT/Special Mtr? Yes ☐ No ☒																							
PERMIT REQ'D		City		County Rd.		County Air		State Road		FAA		Rural Location Sec. 37 TWP. 15 S, RGE. 33 E.		SCALE: N.T.S.		St. Lt MAP No. MAP#		Pri Map No. DV0948													
		WMD		RR Xing		DR. Dist.		Transm.																							
Requested Tel. Co. Set Poles? YES ☐ NO ☒				Requested Tel. Co. Transfer? YES ☐ NO ☒				Request CAVT Transfer? YES ☐ NO ☒				Telephone Co. Job No. _____				WR XXXXXXXX															
POLE LINE FEET 0'				DUCT BANK FT. 0'				TRENCH FT. 0'																							
TLM/LDS MODEL No. -				Map Posting? YES ☒ NO ☐				Posted by: _____																							

Packet Pg. 36

Attachment: Exhibit B - City of Holly Hill Riverside Parking Lot NC LT-1 PRELIMINARY DRAWING (1) (2023-R-65 : Riverside Park Lighting)



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

**City Commission
Resolution**

7.2

MEETING DATE: November 14, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Piggybacking of Contract Ifb-20-076 Between Tohopekaglia Water Authority and USSI, LCC and Authorizing the City Manager to Execute an Agreement for the Purchase of Services with USSI for In-Flow Abatement Services in an Amount Not to Exceed \$ 126,000.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-66
APPLICANT:
PLANNER:

DISCUSSION:

Utility Staff are requesting that the City Commission authorize the use of a contractor to complete an in-flow abatement services within the utility sewer collection system to determine where excess water and “rain water” infiltration is originating for potential elimination.

Rain driven infiltration is undesirable to sewer collection system causing excess water to be treated. In-flow testing will be in the form of smoke testing and midnight flow testing to help identify potential sources for abatement. Smoke testing identifies opening in the collection system where ponding rainwater can infiltrate the collection system. Midnight flow testing identifies areas in the collection system which observe high flows as a result of groundwater leaking through cracks in the collection system not observable above ground.

In the last 30 days the wastewater treatment plant experienced in-flow above normal due to recent high rainfall events. The City wastewater reclamation facility is permitted for an average flow of up to 3 million gallons per day. The typical flow is under 2 million gallons. However, during previous 30 days, the rain related in-flow stressed the facility with sustained peak flows of up to 6 million gallons per day or a 300% increase. In-flow testing will help identify the potential in-flow sources in an effort to abate these undesirable influences during future events.

Tohopekaglia (Toho) Water Authority has a contract with USSI, LLC for in-flow abatement services that staff recommends to be piggybacked. The contract is attached under Exhibit “A” and an amendment and extension of this contract is attached under Exhibit ”B”.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

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

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The Utility performed \$22,000.00 in initial in-flow testing in 2023. Based on the success of the initial testing, the utility has budgeted up to \$62,000.00 for smoke testing and \$64,000.00 for midnight flow testing in account 407-8110-580-6300 to complete the evaluation of the remaining known in-flow areas. The proposed cost of the agreement with USSI, LLC will be for an amount not to exceed \$126,000 as budgeted.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff and authorize the City Manager to approve task orders not to exceed the budgeted amount for in-flow testing.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVING THE PIGGYBACKING OF CONTRACT IFB-20-076 BETWEEN TOHOPEKAGLIA WATER AUTHORITY AND USSI, LCC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES WITH USSI FOR IN-FLOW ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$ 126,000.00.

ATTACHMENTS:

- Exhibit A - USSI Piggyback BID No IFB-20-076 (PDF)
- Exhibit B - USSI Amended and Extended Agreement IFB-20-076(PDF)

Resolution No. 2023-66

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF CONTRACT IFB-20-076 BETWEEN TOHOPEKAGLIA WATER AUTHORITY AND USSI, LCC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES WITH USSI FOR IN-FLOW ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$ 126,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF CONTRACT IFB-20-076 BETWEEN TOHOPEKAGLIA WATER AUTHORITY AND USSI, LCC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES WITH USSI FOR IN-FLOW ABATEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$126,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to authorize and approve staff to piggy-back a contract with USSI in-flow abatement services and authorize the City Manager to execute an agreement for the purchase of this service.

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 Toho Water Authority contract IFB-20-076 and authorize the City Manager to execute an agreement and task orders not to exceed \$126,000.00 for in-flow abatement services.

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 14th day of NOVEMBER, 2023.



**“PROTECTING OUR NATURAL
RESOURCES THROUGH
TECHNOLOGY”**

**“PIGGY BACK”
PACKAGE**

**USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292**

941-926-2646

USSIUSA.COM



CONTENTS:

1. INVITATION TO BID
2. USSSI PROPOSAL
3. AWARD
4. CONTRACT

USSSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646 **USSSIUSA.COM**



SECTION

1

INVITATION TO BID

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT SERVICES

BID NO:

IFB-20-076

ISSUE DATE:

MARCH 11, 2020

**SUBMIT BID TO:**

Toho Water Authority
Procurement Services
1628 S. John Young Pkwy.
Kissimmee, FL 34741

CONTACT PERSON:

Jill Selby, Procurement
Coordinator

EMAIL ADDRESS:

procurement@tohowater.com

(Directions: From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.)

PHONE:

(407) 944-5180

FAX:

(407) 931-4308

PRE-BID CONFERENCE:

N/A

DEADLINE FOR WRITTEN QUESTIONS:

Friday, March 20, 2020 at 5:00 p.m.

BID DUE:

THURSDAY, APRIL 2, 2020 AT 2:00 P.M.

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.

SECTION 1 GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.
- 1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
 - b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
 - c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
 - d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
 - a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
 - c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

- 1.8 ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

- 1.9 IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

- 1.10 OPENING:** At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

- 1.12 TIE BID OR PROPOSALS:** A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- 1.13 TAX EXEMPTION:** The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.
- 1.14 NO CONTACT POLICY:** No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.
- 1.15 LICENSES, PERMITS, AND FEES:** All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

- 2.1 BIDDING DEFINITIONS:** The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:
- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
 - b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
 - c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
 - d. BID – a price and terms quote received in response to an IFB.
 - e. PROPOSAL – a proposal received in response to an RFP or RFQ.
 - f. BIDDER – person or firm submitting a Bid.
 - g. OFFEROR – person or firm submitting a Proposal.
 - h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
 - i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
 - j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
 - k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
 - l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

- 3.1 BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:
- the ability, capacity and skill of the Bidder or Offeror to perform as required
 - whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
 - the character, integrity, reputation, judgment, experience and efficiency of the bidder
 - the quality of past performance by the Bidder or Offeror

- e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
- f. the sufficiency of the Bidder's or Offeror's financial resources
- g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
- h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
- i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

- 4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
- 4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, in such action is in its best interest.
- 4.4 PUBLIC ENTITY CRIMES:** "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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 4.5 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages,

including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to

obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

- 6.1 **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specification estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 **OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.

- 6.7 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.
- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by

the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision of the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.
- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 7.6 REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 7.7 PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
- a. purchase order number/contract number
 - b. name of article and stock number
 - c. quantity ordered
 - d. quantity shipped
 - e. quantity back ordered
 - f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

- 8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.
- 8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.
- 8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.
- 8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.
- 8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2 INSTRUCTIONS TO BIDDER

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term "Authority" used in the bid documents refers to Toho Water Authority. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed in writing via email no later than FRIDAY, MARCH 20, 2020, at 5:00 p.m. to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

- A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date

Name of Bidder

Street

City, State, Zip Code

Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1)(b)).

E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities,

equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of

agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECEIPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade" secret. The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 REFERENCES

Each Bidder must submit with its Bid, five (5) references (**See Attachment C, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically.

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and top coat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or recoat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the Authority the opportunity to repair or replace it.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the Authority.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising

from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break (“lateral”, “manhole”, “main”)
- Ring & Cover Break (“broken”, “alignment”, “missing”, “seating”)
- Lateral Break (“open” or “broken”)
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:

- Estimate the amount of gallons entering the various defects per one-inch rain fall

- Estimate the amount of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.

- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney
- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

H. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use – as defined by the Authority's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significant.

3.3 QUALIFICATIONS OF BIDDER

- A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

- B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.
- C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph is in addition to those required herein.
- D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
 - 1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
 - 2. An example of the report provided to a public utility client as a result of performing the work.
 - 3. Five years of experience applying the specified chimney seal product and examples of completed work.
 - 4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com. The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best

Company rating of no less than “A – Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

- A. **Worker’s Compensation:** The Successful bidder will provide Worker’s Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker’s Compensation for all his employees. The limits will be statutory for Worker’s Compensation and \$1,000,000.00 for Employer’s Liability.
- B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.
- C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
- D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.
- E. **Hazardous Materials Insurance:** For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority’s Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority’s Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4



SECTION

2

PROPOSAL

Attachment: Exhibit A - USSI Piggyback BID No IFB-20-076 (2023-R-66 : In-Flow Abatement Services)

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

**SECTION 6
REVISED BID FORM**

DATE: March 30th, 2020

Have you supplied all the Submittal Requirements outlined below?

- ☒ One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- ☒ Any addenda pertaining to this solicitation
- ☒ Drug Free Certification
- ☒ List of five (5) References
- ☒ List of Possible Subcontractors **(Not allowed for this bid.)**
- ☒ Certificate(s) of Insurance (evidencing coverage as required)
- ☒ Copy of proper professional licenses or credentials including your local business tax

receipt

- ☐ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	\$1500.00	\$1500.00
2	Indemnification	1	Lump Sum	\$100.00	\$100.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$100.00	\$100.00
4	Maintenance of Traffic	1	Lump Sum	\$100.00	\$100.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$.34	\$54,400.00
6	Seal Manhole Chimneys	801	Each	\$330.00	\$264,330.00
7	Insert Dishes into Manholes	801	Each	\$35.50	\$28,435.50
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$10.00	\$800.00
	8b. 4-inch cleanout riser pipes	721	Each	\$5.00	\$3,605.00
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$129.00	\$8,643.00
	9b. 4-inch cleanout riser pipes	608	Each	\$86.00	\$52,288.00
10	LS Basin Report	160,000	Linear Feet	\$.25	\$40,000.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$.13	\$10,400
	TOTAL BASE BID				\$464,701.50

Total Base Bid in Words:

Four Hundred Sixty Four Thousand Seven Hundred One Dollars And Fifty Cents

Attachment: Exhibit A - USSI Piggyback BID No IFB-20-076 (2023-R-66 : In-Flow Abatement Services)

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☒ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI LLC

Address: 752 Commerce Drive Suite 15

City: Venice State: FL Zip: 34292

Print Name: Eric McRoberts Title: Business Development

Telephone: 941-725-2123 Fax: 941-926-8917 Email: eric@ussiusa.com

Federal Tax ID: 65-0891727

Signature:  Date: 3-30-2020

END OF SECTION 6



SECTION 3 AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: [Signature]
 Print Name: Dion Vlasak
 Title: CEO

Attest: [Signature]
 Print Name: Eric McRoberts
 Address: 752 Commerce Drive Suite 15
Venice FL 34292

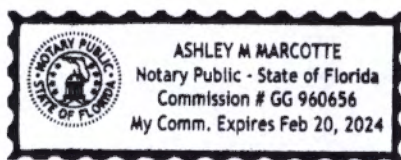
**TOHOPEKALIGA WATER
 AUTHORITY**

By: [Signature]
 Print Name: Todd P. Swingle
 Title: Executive Director

Attest: [Signature]
 Print Name: Anthony J. Cotter
 Title: General Counsel
 Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was executed before me by means of [] physical presence or [] online notarization this 7 day of MAY, 2020, by DION VLASAK as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced FLORIDA DRIVER'S LICENSE as identification.



Signature: [Signature]
 Print Name: ASHLEY M. MARCOTTE
 NOTARY PUBLIC, State of FLORIDA
 My Commission Expires: FEB. 20, 2024

(Stamp)

**FIRST AMENDMENT
to
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)**

THIS FIRST AMENDMENT TO AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY or TOHO”) and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the “CONTRACTOR”). The AUTHORITY and the CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on May 27, 2020, the Board of Supervisors (the “Board”) approved an agreement with the CONTRACTOR for the provision of in-flow abatement services (the “Services”) under Agreement IFB-20-076 (the “Original Agreement”); and

WHEREAS, the AUTHORITY desires to continue receiving the Services provided by the CONTRACTOR under the Original Agreement; and

WHEREAS, pursuant to Section 25, entitled “Modifications,” the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to enter into this First Amendment to amend the Original Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. The unit price list set forth in the Exhibit “B” to the Original Agreement shall be repealed and replaced with the revised Exhibit “B,” a copy of which is attached and incorporated herein by reference.
2. Section 30, entitled “Employment Eligibility Verification (E-Verify),” shall be repealed and replaced to read as follows:

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- a) As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - b) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.
 - c) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
 - d) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.
 - e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for a violation of this section.
 - f) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
 - g) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs/gov/E-verify>.
3. The changes set forth herein shall become effective upon this First Amendment being executed by both Parties.

4. All of the terms and conditions of the Original Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 11 day of May, 2022.

USSI, LLC, a Florida limited liability company

By: [Signature]
Print Name: Dion Vlasak
Title: CEO

Attest: [Signature]
Print Name: Eric McRobert
Title: VP Sales + Marketing
Address: 752 Commerce Drive NW
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
Print Name: Hector Lizasuain
Title: Board of Supervisors, Chairman

Attest: [Signature]
Print Name: William Land
Title: Board of Supervisors, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee FL 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization, this 02 day of May, 2022 by Wendy Bautista as Dion Vlasak of USSI, LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me OR ☒ has produced Florida Driver license identification.

[Signature]
Notary Public, State of Florida

(Stamp)

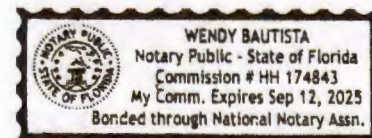


EXHIBIT “B”

Revised Unit Price List

EXHIBIT B
SECTION 6
REVISED BID FORM

DATE: April 19, 2022

Have you supplied all the Submittal Requirements outlined below?

- ☒ One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- ☒ Any addenda pertaining to this solicitation
- ☒ Drug Free Certification
- ☒ List of five (5) References
- ☒ List of Possible Subcontractors (**Not allowed for this bid.**)
- ☒ Certificate(s) of Insurance (evidencing coverage as required)
- ☒ Copy of proper professional licenses or credentials including your local business tax

receipt

- ☐ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	\$ 1,605.00	\$ 1,605.00
2	Indemnification	1	Lump Sum	\$ 107.00	\$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$ 107.00	\$ 107.00
4	Maintenance of Traffic	1	Lump Sum	\$ 107.00	\$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$.36	\$ 57,600.00
6	Seal Manhole Chimneys	801	Each	\$ 353.10	\$ 282,833.00
7	Insert Dishes into Manholes	801	Each	\$ 37.98	\$ 30,421.98
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$ 10.70	\$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	\$ 5.35	\$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$ 138.03	\$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	\$ 92.02	\$ 55,948.16
10	LS Basin Report	160,000	Linear Feet.	\$.27	\$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$.14	\$ 11,200.00
	TOTAL BASE BID				\$ 497,090.50

Total Base Bid in Words:

Four Hundred Ninety Seven Thousand Ninety Dollars and Fifty Cents

Attachment: Exhibit A - USSI Piggyback BID No IFB-20-076 (2023-R-66 : In-Flow Abatement Services)

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/Deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☐ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Print Name: _____ Title: _____

Telephone: _____ Fax: _____ Email: _____

Federal Tax ID: _____

Signature: _____ Date: _____



SECTION

4

CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292

941-926-2646

USSIUSA.COM

**IFB-20-076
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES**

THIS AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the "Agreement") is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY" or "TWA") and USSI, LLC, a limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (the "CONTRACTOR"). The AUTHORITY and CONTRACTOR may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for in-flow abatement services pursuant to IFB-20-076 (the "Solicitation"); and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit "A," that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions, as set forth herein based on the Solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. **TERM.**

The term of this Agreement shall become effective on May 13, 2020 and continue through May 12, 2023, unless otherwise terminated by either Party. This Agreement may be renewed for one (1) additional two (2) year period, subject to written agreement executed by both Parties.

SECTION 2. **SCOPE OF SERVICES.**

The CONTRACTOR shall provide the services and accessories, as more specifically listed in **Exhibit "A"** (collectively the "Services") based upon the unit prices, as set forth in the CONTRACTOR's original bid, a copy of which is attached and incorporated by reference as Exhibit "B" (the "Original Bid").

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands by the CONTRACTOR for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for the AUTHORITY under this Agreement.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY's stated Scope of Services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount paid under this Agreement for acceptable performance of in-flow

abatement services, as described in **Exhibit "A"**, shall not exceed Five Hundred Thousand Dollars (\$500,000.00) for the term of this Agreement, based on the unit prices specified in Original Bid (**Exhibit "B"**).

- B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, upon thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. The CONTRACTOR shall in no way construe this provision as the AUTHORITY's sole available remedy in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall procure and maintain the following types of insurance,

with the respective limits, and shall provide proof of the same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. Worker's Compensation: The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

2. Commercial General Liability: The CONTRACTOR shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.

3. Comprehensive Automobile Liability: The CONTRACTOR shall provide coverage for all owned and non-owned vehicles with limits not less than \$1,000,000.00.

4. Umbrella Liability: The CONTRACTOR shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than \$1,000,000.00.

- B. The CONTRACTOR shall name "Tohopekaliga Water Authority" as a certificate holder and as additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Worker's Compensation policy, and provide the AUTHORITY with proof of the same.
- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:
 - 1. The name of the insured CONTRACTOR;
 - 2. The specified job by name and job number;
 - 3. The name of the insurer;
 - 4. The number of the policy;
 - 5. The effective date;
 - 6. The termination date;
 - 7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
 - 8. A waiver of subrogation in favor of the AUTHORITY.
 - 9. Coverage shall be primary and non-contributory.
- D. Receipt of certificates or other documentation of insurance or policies, or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.

SECTION 10. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit A – Solicitation document IFB-20-076.
2. Exhibit B – Original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit "A," the provisions of this Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

- A. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

Records Retention

**951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com**

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the Service; and
 - 2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
 - 5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of the AUTHORITY for all purposes including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents, and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, Pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, which shall not exceed the dollar amount for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against the AUTHORITY, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR; or if the CONTRACTOR shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held to be invalid, void, or otherwise unenforceable, by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement, given to the AUTHORITY and the CONTRACTOR, shall be in writing and provided by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention : Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292

SECTION 25. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the

covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program"), as set forth in 48 CFR 52.222-54 (as amended), incorporated hereby this reference, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition

Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The contact information for the AUTHORITY's Project Managers is as follows:

Tim Noyes
 Asset Manager, Engineering
 Toho Water Authority
 407-944-5040
tnoyes@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Eric McRoberts
 USSI, LLC
 752 Commerce Drive Suite 15
 Venice FL 34292
 941-725-2123
eric@ussiusa.com

SECTION 35. SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

"SECTION 36. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES"

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: [Signature]
 Print Name: Dion Vlasak
 Title: CEO

Attest: [Signature]
 Print Name: Eric McRoberts
 Address: 752 Commerce Drive Suite 15
Venice FL 34292

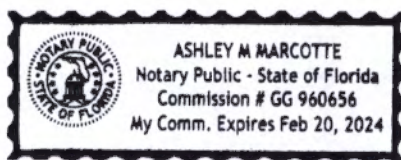
TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
 Print Name: Todd P. Swingle
 Title: Executive Director

Attest: [Signature]
 Print Name: Anthony J. Cotter
 Title: General Counsel
 Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was executed before me by means of [] physical presence or [] online notarization this 7 day of MAY, 2020, by DION VLASAK as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced FLORIDA DRIVER'S LICENSE as identification.



Signature: [Signature]
 Print Name: ASHLEY M. MARCOTTE
 NOTARY PUBLIC, State of FLORIDA
 My Commission Expires: FEB. 20, 2024

(Stamp)

AMENDED AND RESTATED AGREEMENT
Between
TOHOPEKALIGA WATER AUTHORITY
And
USSI, LLC
For
IN-FLOW ABATEMENT SERVICES
 (IFB-20-076)

THIS AMENDED AND RESTATED AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the “Agreement”) is made and entered into between Tohopekaglia Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (“Toho”) and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the “Contractor”). Toho and the Contractor may be individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on May 27, 2020, Toho and the Contractor entered into that certain agreement for the provision of in-flow abatement services, in accordance with the IFB-20-076 solicitation (the “Original Agreement”); and

WHEREAS, the Original Agreement provided for an overall award of \$500,000 for the term of the Original Agreement, which expires on May 12, 2023, with the option for the Parties to extend the term for one additional 2-year period; and

WHEREAS, on May 11, 2022, Toho’s Board of Supervisors (the “Board”) approved the First Amendment to the Original Agreement, which provided, in part, revising the unit price list set forth in the Original Agreement; and

WHEREAS, on December 14, 2022, the Board approved Addendum #1 to the Original Agreement to increase the contract award by an additional \$545,369.20 (Five Hundred Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for a total not to exceed award amount of \$1,045,369.20 (One Million, Forty-Five Thousand, Three Hundred Sixty-Nine Dollars 20/100) for the term of the Agreement; and

WHEREAS, the Parties have agreed to extend the term of the Original Agreement for the one additional 2-year period, through May 12, 2025; and

WHEREAS, the Parties acknowledge the potential confusion caused by the execution of the First Amendment and Addendum #1 to the Original Agreement; and

WHEREAS, the Parties have agreed to enter into this Agreement to amend and restate the terms and conditions provided in the Original Agreement, the First Amendment, and Addendum #1, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and consideration, as mutually deemed acceptable by the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material to form a material part of this Agreement.

2. **TERM.** The effective date of this Agreement shall be retroactive to May 13, 2020, in accordance with the Original Agreement, and shall continue through May 13, 2025, unless otherwise terminated by either Party.

3. **SCOPE OF SERVICES.** The Contractor shall provide those services and access, as set forth in Exhibit “A” (collectively the “Services”), based upon the unit prices, as set forth in Exhibit “B.” Copies of both Exhibit “A” and Exhibit “B” are attached and incorporated by this reference.

4. **OBLIGATIONS OF CONTRACTOR.** Obligations of the Contractor shall include, but not be limited to, the following:

- A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services required by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or material on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demand by the Contractor for any payment expected by virtue of this Agreement.
- B. The Contractor will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for Toho under this Agreement.
- C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

- D. The Contractor shall maintain an adequate and competent staff and shall remain authorized to do business in the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor shall remain fully responsible for the satisfactory completion of all subcontracted work.

5. STANDARD OF CARE.

- A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the requested Services in an efficient manner, consistent with Toho's stated Scope of Services and industry standards.
- B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

6. COMPENSATION.

- A. The amount paid under this Agreement for acceptable performance of Services, as more specifically described in Exhibit "A," shall be based upon the unit rates set forth in Exhibit "B" and shall not exceed \$1,045,369.20 (One Million Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for the term of the Agreement.
- B. Compensation for Services completed by the Contractor under this Agreement shall be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego use of the Contractor for any project that may fall within the Scope of Services, as set forth in Exhibit "A." In the event Toho is not satisfied with the Services performed by the Contractor, Toho will hold any amounts due until the Contractor has appropriately addressed the problem to Toho's satisfaction, in its sole discretion.

7. **TERMINATION FOR CONVENIENCE.** Toho may terminate this Agreement, without cause, upon 30 days written notice to the Contractor prior to the effective date of such termination. The Contractor shall cease work in accordance with the directions set forth in the notice or, if the notice is silent, on the effective date of termination.

8. **TERMINATION FOR CAUSE.** Toho may terminate this Agreement, without further obligation, upon written notice to the Contractor, if the Contractor breaches any material term of the Agreement and such breach remains uncured for 30 days after receipt of said notice.

9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by Toho, and not due to the fault of the Contractor, Toho shall compensate the Contractor for all authorized Services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, Toho shall compensation the Contractor for all authorized Services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from any delay occasioned by early termination. The Contractor shall in no way construe this provision as Toho's sole available remedy in the event of breach by the Contractor.

10. **INSURANCE.**

- A. The Contractor shall procure and maintain the following types of insurance, with the respective limits indicated below, and shall provide evidence of the same to Toho, in the form of Certificates of Insurance, prior to the start of any work hereunder:
 - 1) **Worker's Compensation:** The Contractor shall provide Workers' Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Workers' Compensation coverage for all its employees. The limits shall be in accordance with the limits set forth in Florida Statutes and \$1,000,000 (One Million Dollars) for Employer's Liability.
 - 2) **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000 (One Million Dollars).

- 3) **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles with limits not less than \$1,000,000 (One Million Dollars).
 - 4) **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than \$1,000,000 (One Million Dollars).
- B. The Contractor shall name “Tohopekaliga Water Authority” as a certificate holder and as an additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Workers’ Compensation policies, and provide Toho with proof of the same.
- C. The Contractor, and any authorized subcontractor(s), shall provide Toho’s Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of the Agreement, including renewals. The Certificate of Insurance shall be dated and include:
- 1) The name of the insured Contractor;
 - 2) The specified job by name and job number;
 - 3) The name of the insurer;
 - 4) The number of the policy;
 - 5) The effective date;
 - 6) The termination date;
 - 7) A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy; and
 - 8) A waiver of subrogation in favor of Toho.
 - 9) Coverage shall be primary and non-contributory.
- D. Receipt of certificates or other documentation of insurance or policies, or copies of policies, by Toho or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor’s obligation to fulfill the insurance requirements specified herein.
- E. The Contractor shall ensure that any subcontractor(s), which hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance, in accordance with the requirements set forth herein. In addition, the Contractor shall maintain proof of the same on file and make the same readily available to Toho upon request.

11. TOHO OBLIGATIONS. At the Contractor’s request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the Services required under this Agreement.

12. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. Each Party Parties hereby waives their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or rules thereof that may direct the application of the laws of another jurisdiction.

13. PUBLIC RECORDS COMPLIANCE.

A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

- B.** The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor shall act on behalf of Toho, as provided under Section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of Section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
 - 2) Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and

- 5) If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions, in accordance with this Agreement.

14. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of Toho for the purposes including, but not limited to, application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida's Workers' Compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment regarding the manner and means of carrying out the Contractor's activities and responsibilities under this Agreement.

15. APPLICABLE LICENSING. The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

16. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or as adopted at any time following the execution of this Agreement.

17. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

18. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, which shall not exceed the dollar amount

for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against Toho, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

19. BANKRUPTCY OR INSOLVENCY. If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor; or if the Contractor shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the Contractor's operations of the premises, Toho may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

21. ASSIGNMENT. Assignment of this Agreement by the Contractor shall be subject to express written consent of Toho. Failure by Toho to provide such written consent shall deem any such assignment by the Contractor null and void.

22. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

23. WAIVER. Failure by the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment of any such covenant, term, provision, condition, or right of election, which shall remain in full force and effect.

24. NOTICE. The Parties understand and mutually agree that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. In the event of any change to the addresses indicated below, written notice shall be provided by such Party to the other of such change. All notices required and/or made pursuant to this Agreement to Toho and the Contractor shall be in writing and provided by way of nationally recognized courier or United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Toho:	Toho Water Authority
	Attn: Procurement Services (Warehouse)
	1628 S. John Young Parkway
	Kissimmee, Florida 34741

Contractor: USSI, LLC
752 Commerce Drive, Suite 15
Venice, Florida 34292

25. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

26. ENTIRE AGREEMENT. This Agreement, including any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement shall supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

27. HEADINGS. All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. ADMINISTRATIVE PROVISIONS. In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. CONFLICT OF INTEREST. The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Section, Toho shall have the right to immediately terminate this Agreement, without liability and without regard to the notice requirements set forth in Section 7 hereof.

30. PUBLIC ENTITY CRIMES. As required by Section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past 36 months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of 36 months from the date of being placed on the convicted contractor list.

31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.
- C. The Contractor or any subcontractor who has a good faith belief that a person or entity, with which it is contracting, knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
- D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Contractor otherwise complied, shall immediately notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The Contractor acknowledges that upon termination of this Agreement by Toho for a violation of this section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor will be liable for any additional costs incurred by Toho as a result of the termination of the contract for violation of this section.
- F. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- G. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs/gov/E-verify>.

32. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship by the Parties. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it uses in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

34. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the Contractor shall keep all books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, by an authorized representative of Toho, and shall be retained by the Contractor for a period of three years, or as otherwise required under the applicable provisions of the State of Florida Record Retention Schedule, after termination or completion of the Agreement, including renewals, or until Toho's full audit is complete, whichever comes first. Toho shall retain the right to audit the books during the record retention period prescribed herein. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Toho also has the right to conduct and audit within 60 days from the date of execution of this Agreement by both Parties to determine whether the Contractor has the ability to fulfill its contractual obligations to Toho's satisfaction. Toho has the right to terminate this Agreement based upon its findings of such audit without regard to the termination provision set forth herein.

35. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers, each of who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval by Toho. If Toho and the Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Notwithstanding the foregoing, Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced with another individual.

A. Toho's Project Manager contact information is as follows:

Tim Noyes, Asset Manager
Engineering / Asset Management
Toho Water Authority
951 Martin Luther King Blvd.

Kissimmee, Florida 34741
 (407) 944-5040
tnoyes@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

Eric McRoberts
 USSI, LLC
 752 Commerce Drive, Suite 15
 Venice, Florida 34292
 (941) 725-2123
eric@ussiusa.com

36. SCRUTINIZED COMPANIES.

A. If this Agreement has a cumulative value that meets, or exceeds, \$1,000,000 (One Million Dollars), then the Contractor must certify that it is not a "Scrutinized Company" pursuant to Section 287.135(2), Florida Statutes. A "Scrutinized Company" is a company that is:

- 1) on the "Scrutinized Companies that Boycott Israel List," created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- 2) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
- 3) engaged in business operations in Cuba or Syria.

B. To ensure compliance with Section 287.135(5), Florida Statutes, certification requirement, the Contractor must complete an "Affidavit of Non-Scrutinized Company Status," a copy of which is attached and incorporated by reference as Exhibit "C." The affidavit must be executed by an individual that is authorized to bind the Contractor and shall be properly notarized.

C. Pursuant to Section 287.135(3)(c), Florida Statutes, Toho may terminate this Agreement should the Contractor be found to:

- 1) have falsified its certification of non-scrutinized company status; or
- 2) subsequent to the submittal of the attached affidavit, the Contractor engages in activities that make it a "Scrutinized Company."

37. **SIGNATORY.** Each signatory below represents and warrants that he or she has the

full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

38. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES. This Agreement may be electronically executed by the Parties in counterparts, up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Party at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON PAGE THAT FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby, by their duly authorized representatives have executed this Agreement on the dates set forth below.

USSI, LLC, a Florida limited liability company

By: Dion Vlasak
 Printed Name: Dion Vlasak
 Title: CEO
 Date: _____

Attest:
 By: E. McRobert
 Printed Name: Eric McRobert
 Address: 752 Commerce Drive
Venice FL 34292

STATE OF Florida
 COUNTY OF Sarasota

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this 1 day of MAY, 2023, by Dion Vlasak, CEO of USSI, LLC, a Florida limited liability company, on behalf of the company, who ☐ personally known to me or has ☒ produced Driver License as identification.

Florida

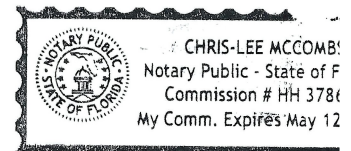
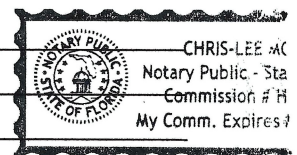
Chris Lee McComb

Notary Public

Printed Name or Stamp: _____

My Commission No.: _____

My Commission Expires: _____



Attachment: Exhibit B - USSI Amended and Extended Agreement IFB-20-076 (2023-R-66 : In-Flow Abatement Services)

EXHIBIT “A”

IFB-20-076 Solicitation

Attachment: Exhibit B - USSI Amended and Extended Agreement IFB-20-076 (2023-R-66 : In-Flow Abatement Services)

EXHIBIT “B”**Unit Price List**

	Item / Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	\$1,605.00	\$ 1,605.00
2	Indemnification	1	Lump Sum	\$ 107.00	\$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$ 107.00	\$ 107.00
4	Maintenance of Traffic	1	Lump Sum	\$ 107.00	\$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$ 0.36	\$ 57,600.00
6	Seal Manhole Chimneys	801	Each	\$ 353.10	\$282,833.00
7	Insert Dishes into Manholes	801	Each	\$ 37.98	\$ 30,421.00
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$ 10.70	\$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	\$ 5.35	\$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$ 138.03	\$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	\$ 92.02	\$ 55,948.16
10	LS Basin Report	160,000	Linear Feet	\$ 0.27	\$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$ 0.14	\$ 11,200.00
	TOTAL BASE BID				\$ 497,090.50

EXHIBIT “C”**Contractor Certification Regarding Scrutinized Companies
(Agreements of \$1,000,000.00 or more)**CONTRACTOR Name: USSICONTRACTOR FEIN: 65-0891727CONTRACTOR’s Authorized Representative Name: Dion VlasakTitle: CEOAddress: 752 Commerce Drive Suite 15City: Venice State: Florida Zip: 34292Phone Number: 941-408-5091Email Address: Dion@USSIUSA.COM

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: [Signature] Date: 5-1-2023
Authorized Signature

Print Name: Dion Ulasak

Print Title: CEO

STATE OF Florida

COUNTY OF Sarasota

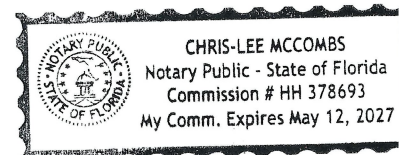
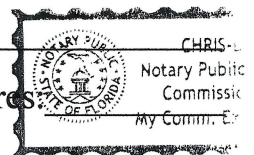
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of company or corporation acknowledging), a (company or corporation), on behalf of the (company or corporation). He/she is [] personally known to me or ☒ has produced (type of identification) as identification.

[Signature]
Notary Signature

Printed Name: Chris-Lee McCombs

My Commission No.:

My Commission Expires



ifb-20-076 amended and restated agreement final 4 19 23



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

7.3

**City Commission
Agenda Item**

MEETING DATE: November 14, 2023
FROM: Joseph Forte
SUBJECT: Amendment to the RCG Agreement
NUMBER: (ID # 4329)
APPLICANT:
PLANNER:

DISCUSSION:

In April of 2015, the City entered into an agreement with RCG Consulting Inc., to provide Solid Waste contract administration of the Waste Management contract, which was subsequently converted to a Waste Pro Agreement in 2017. There is no dedicated city staff to oversee the management of the Waste Pro Contract while the City continues to experience issues with inconsistent trash and yard waste pickup and other miscellaneous hauler complaints requiring attention. This amended proposal is to provide a monthly service to the City to randomly inspect and monitor all aspects of Waste Pro's contract requirements. This agreement has been in place since 2015 and has never had a rate increase. RCG Consulting is requesting a monthly increase of \$150.00 totaling \$1,650.00 per month and \$19,800.00 per year.

FISCAL

ANALYSIS:

The monthly fee is \$1,650 however it is anticipated that liquidated damages as per the Waste Pro contract will be applied to offset some of these costs the city would incur. RCG recoups an average of \$3,000/month in liquidated damages. Additionally, RCG has submitted a Scope of Services to assist the city with negotiations of a contract renewal or extension prior to the current contracts expiration date, at a rate of \$155.00 per hour.

STAFF

RECOMMENDATION:

Approve RCG Consulting, Inc., as the Contract manager for the Waste Management Contract and approve the additional consulting services addendum.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE AGREEMENT WITH RCG CONSULTING, INC., FOR CONTRACT MANAGEMENT SERVICES OVER THE SOLID WASTE PROVIDERS CONTRACT AND THE ADDITIONAL SCOPE OF SERVICES FOR CONTRACT RENEWAL OR EXTENSION WITH WASTE PRO PRIOR TO THE CURRENT CONTRACTS EXPIRATION DATE.

- Holly Hill consulting letter of engagement RCG (PDF)
- RCG Management Agreement November 2023 (PDF)

October 30, 2023

Mr. Joe Forte
City Manager
1065 Ridgewood Ave.
Holly Hill, Florida 32117-2898

Subject: Consulting Services

Dear Mr. Forte:

Herein please find our proposal as per your request from our conversation on this date.

As we discussed, there are numerous issues involving the various options for the City to either negotiate the existing solid waste collection service agreement with Waste Pro of Florida, Inc, hereinafter referred to as Waste Pro, or allow the existing agreement to lapse. Also, based on my conversation with the Municipal Marketing Vice President of Waste Pro, Waste Pro has indicated their desire to enter into negotiations with the City to see if we can come to an agreeable solution which will allow the existing contract to be extended.

Additionally, we have reviewed several areas such as cost, equipment types, equipment specifications, manpower, type of service options available to offer the residential customers, work hours and workdays. Outlined below is the scope of work that our firm would perform for you and your staff.

Scope of Work:

- Assist the City with setting meetings with Waste Pro and City Staff
- Assist the City with negotiations for a manageable and acceptable contract extension to be submitted to the City Manager, Mayor, and City Commission for consideration.
- Prepare Addendum(s) for updated and negotiated contract language changes.
- Prepare an economic analysis of any recommended contract changes.
- Prepare comments for staff as they relate to proposals to be considered for recommendations.
- Initially review and analyze the City's existing operational service system.
- Prepare comments and recommendations for any potential changes within this system.

- Review the existing solid waste ordinance and prepare any comments or recommendations for any changes if necessary. If the City decides to make service changes, it will most likely require some modifications to the existing ordinance.
- Review and prepare recommendations for required equipment due to re-routing or any change in the type of service to be provided.
- Prepare a proforma, based on the decision of the type of service to be provided, for the city to use as an operational guideline.
- Prepare a proforma based on any economic fee increases to be paid to the Contractor.

This contract is due to expire September 30, 2027, and has contract extension language available. We have worked on this project for over six years and now it is time to start contemplating potential areas of contract changes or to determine the possibility of issuing a Request For Proposals (RFP) from other companies within the marketplace. This project would need to be completed in a time frame during the next twenty-four (24) months in the event the City and the Contractor cannot come to acceptable terms we would have the time to seek either a new bid or Request for Proposals (RFP).

RCG would be prepared to assist the city in any manner we can to ensure the city exhausts all avenues, working to achieve a successful conclusion to this project.

RCG's hourly rate is one hundred fifty-five dollars (\$155.00) per hour billed monthly. Our rate is portal to portal, any out-of-pocket expense would require approval from the City in writing before such expenditure would be allowed.

Once you have an opportunity to review this proposal, please indicate the City's acceptance below. If you have any questions, please do not hesitate to call me.

Sincerely,



William S. Redman, Jr.
Senior Vice President

cc: Jean. S. Redman, President

Agreed to this date _____ 2012,

By: _____ Title _____

Print Name: _____

File name: Holly Hill consulting letter of engagement RCG

This Agreement is made and entered into as of the date last noted below, by and between the City of Holly Hill, Florida, a Florida municipal corporation (hereafter called "City") and Redman Consulting Group, Inc. (RCG), a Florida corporation in good standing (hereafter called "Contract Administrator") on the following understandings, terms and conditions:

WHEREAS, City has entered into a solid waste collection and disposal contract ("the Contract") with Waste Management of Florida, Inc., dated March 11, 1998.

WHEREAS, the City assigned the contract to Waste Pro commencing on September 30, 2017 with end ending date of September 30, 2027.

WHEREAS, the Contract has complex reporting and service requirements requiring coordination and oversight of a specialized nature; and

WHEREAS, RCG, Inc., is the sole available firm experienced in conducting solid waste contract administration of the type desired by the City; and

WHEREAS, RCG, Inc., has demonstrated its ability to perform the necessary services by its performance on the City's behalf with Contract Review, recommendations and current negotiations in process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF ENGAGEMENT:

During the term of engagement, Contract Administrator shall perform the following services in regard to the Contract as City's agent:

- ✓ On-site training of the City's solid waste employees for supervision of Waste Pro during Contract services;
- ✓ Random monitoring of Waste Pro to insure all services required by the Contract are performed satisfactorily;
- ✓ Random inspections to insure compliance with the Waste Pro employee roster, vehicle roster and on-board equipment requirements of the Contract;
- ✓ Monitor to insure proper follow-up by Waste Pro as to any complaints and the request for services;
- ✓ Periodic general field oversight of Waste Pro contract performance including documentation of the Waste Pro action;
- ✓ Justify and file recommended liquidated damage assessments per the Contract;
- ✓ Prepare monthly reports of such activities for review by the City Manager, Public Works Director, and City Commission and additional monitoring of the web based online tracking system.

www.rcgusaonline.com

2. TERMS OF ENGAGEMENT:

7.3.b

This Agreement shall be for the term of one year, renewed annually on the anniversary date of this contract unless either party notifies the other within one hundred twenty (120) days of its intention to not renew. The renewals of this agreement shall run for the term of the Waste Pro Contract and any extensions thereof, a true copy of which is available in the City Clerk's office. Either party may terminate this Agreement, including any renewals thereof, upon one hundred twenty (120) days written notice, with or without cause.

3. MONTHLY RETAINER:

Upon presentation of a monthly invoice, City shall pay Contract Administrator the sum of One Thousand six Hundred and fifty Dollars (\$1,650.00) per month as retainer for services to be performed that month.

4. GENERAL PROVISIONS:

A. This writing embodies the entire agreement between the parties, and may not be modified except by mutual further agreement documented in writing.

B. This Agreement may not be assigned and shall be construed under Florida law as a personal services contract in which the parties had an equal hand in the drafting.

C. In the event of a dispute concerning the terms or conditions of this Agreement, venue shall be in Volusia County, Florida. The prevailing party after exhaustion of all appeal periods shall be entitled to reimbursement of its reasonable costs and attorneys' fees from the non-prevailing party.

D. If any provision of this Agreement is held to be unenforceable or otherwise invalid, to the degree the remainder can be severed without destroying the parties' Agreement, it shall be and shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties have caused this Agreement to be amended and executed this ____ day of November, 2023

Attest: CITY CLERK

CITY OF HOLLY HILL, FL

Valerie Manning

Joseph A. Forte, City Manager

WITNESS:

RCG, INC.

BY: _____
William S. Redman, Jr.

ITS: _____

DATE: _____

www.rcgusaonline.com

Attachment: RCG Management Agreement November 2023 (4329 : Amendment to the RCG Agreement for Solid Waste Management)



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

**City Commission
Agenda Item**

7.4

MEETING DATE: November 14, 2023
FROM: Jeff Miller
SUBJECT: FDOT Grant - 2024 Speed / Aggressive Driving Enforcement
Program Project Number : SC-2024-00157 FDOT Contract
Number : G2P39
NUMBER: (ID # 4327)
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department applied for and was recently awarded a grant from the Florida Department of Transportation (FDOT) to specifically address Speeding / Aggressive Driving. This grant award is for a total of \$65,000. Grant funds must be used for two different expenditures - \$40,000 must be used for overtime payments to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas, and \$25,000 must be used for the purchase of a Speed Measurement and Message Board Combo Trailer for program implementation.

This grant allows for targeted enforcement areas throughout the city as speeding complaints have not been isolated to just arterial roadways.

Funding through this grant will expire on September 30, 2024.

FISCAL ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime and equipment expenses. The total grant is for \$65,000.00.

STAFF RECOMMENDATION:

Approve the acceptance of the FDOT Grant (Project Number: SC-2024-00157) Speed/Aggressive Driving Enforcement Program grant award. The acceptance of the grant will allow for enhanced Traffic Enforcement operations within targeted areas. The overall expectations of this grant award is to reduce speed related crashes in the targeted areas by at least 5%, when compared to the previous three-year average.

COMMISSION GOAL:

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

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

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

MOTION:

MOTION TO APPROVE THE ACCEPTANCE OF THE FDOT GRANT (PROJECT NUMBER, SC-2024-00157) SPEED/AGGRESSIVE DRIVING ENFORCEMENT PROGRAM GRANT AWARD AND AUTHORIZE THE CITY MANAGER AND CHIEF OF POLICE OR AUTHORIZED DESIGNEE TO EXECUTE THE AGREEMENT.

- FDOT Subgrant SC-2024-00157 (PDF)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>		FDOT Contract Number: G2P39	
Project Number: SC-2024-00157		FDOT UEI/SAM Number: RFGKNHR7ZH37	
Federal Funds Awarded: \$65,000		Subgrant End Date: 09/30/2024	
Subgrant Award (Start) Date:			
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Speeding and Aggressive Driving Project			
2. Federal Funding: \$65,000		Match: \$ Total Cost: \$65,000	
3. Subrecipient Agency: Agency Name: City of Holly Hill Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117		4. Implementing Agency: Agency Name: Holly Hill Police Department Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000337 014			
6. UEI/SAM Number: ZK7ZUMNURSG6			
7. Chief Financial Officer: Name: Michele Moore Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9426 E-mail: mmoore@hollyhillfl.org		8. Project Director: (Can not receive any benefit under this subgrant) Name: Jeffrey J. Miller Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9494 E-mail: jmiller@hollyhillfl.org	
9. Financial Reimbursement Contact: Name: Michele Moore Title: Finance Director Telephone: (386) 248-9426 E-Mail: mmoore@hollyhillfl.org		10. Project Activity Contact: Name: Lisa O'Neal Title: Police Office Manager Telephone: (386) 248-9491 E-Mail: loneal@hollyhillfl.org	
11. Payment Remittance Address: Name: City of Holly Hill Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117			

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Holly Hill is a coastal community of approximately 13,000 located in East Central Florida along the scenic Halifax River nestled between the cities of Daytona Beach and Ormond Beach.

Being a certified city for business, Holly Hill is known for its successful commercial environment which embraces enterprises including grassroots commerce, manufacturing, and international corporations. The City's vision for the community is to "provide a safe, vibrant, affordable and diverse community in which all generations can enjoy a secure quality of life".

The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated at quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach resort area results in significant seasonal increases in both population and traffic density associated with various special events including, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways: Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). 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. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received grievance.

According to the 2021 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year". Furthermore, among "speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2002).

Although the police department's efforts have helped, continued education, data collection and analysis, and enforcement of the state's speed and aggressive driving laws are necessary to reduce traffic incidences resulting in serious injuries and fatalities.

2. Proposed Solution:

In keeping with the Florida Department of Transportation (FDOT) Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

In addition, the Aggressive Driving and Speeding Enforcement Program will incorporate NHTSA's 2022 "Countermeasures that Work" described in 4.1 Communications and Outreach Supporting Enforcement. Beginning with a public awareness campaign by distributing informational handouts to traffic violators, the implementation of public service announcements throughout the department's social media outlets (Facebook and Twitter), and presentations will be conducted about the dangers of aggressive driving and speeding at various community meetings. To maximize the initiative, the program will continue to be separated into 4 different phases following the city's fiscal year:

- 1st Phase (October - December)
- 2nd Phase (January - March)
- 3rd Phase (April - June)
- 4th Phase (July - September)

The 1st and 2nd phases of the operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar/laser traffic enforcement operations, involving static and roving units for greatest visibility, will issue written warnings, educational pamphlets, and other program specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to enhance public awareness and reduce traffic crashes through motorist educational and targeted enforcement in identified high incident areas citywide.

Funds will be utilized to purchase 1 (one) electronic speed measurement trailer for the use of deterring and collecting needed data in our community. The electronic speed measurement trailer will be moved throughout the city to help the Holly Hill Police Department with understanding the community's speeding issue.

The educational component of the campaign will consist of a series of education to the public using a message board, local media outlets, social media, and press releases regarding the purposes and goals of the campaign and how it will affect the community.

The Project Director will be responsible for the allocation of personnel to achieve a greater impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. The Project Director will also ensure funds from this program are used prudently and conservatively to ensure the award will extend the entire subgrant cycle. Every officer who performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Director, who will ensure that copies are attached to each reimbursement invoice.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the 10/01 to 09/30 time period from the previous year.
- c. Conduct at least 6 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 9 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 12 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the 10/01 to 09/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of message boards/local media outlets/social media/press releases during the project

period.

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Project

Project Number: SC-2024-00157

FDOT Contract Number: G2P39

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$40,000	\$	\$40,000	No
Subtotal:		\$40,000	\$	\$40,000	
B. Contractual Services					
Subtotal:		\$	\$	\$	
C. Expenses					
Subtotal:		\$	\$	\$	
D. Equipment Costing \$5000 or More					
Speed Measurement and Message Board Combo Trailer	Purchase of Speed Measurement and Message Board Combo Trailer for program implementation.	\$25,000	\$	\$25,000	No
Subtotal:		\$25,000	\$	\$25,000	
E. Indirect Cost					
Subtotal:		\$		\$	
Total Cost of Project:		\$65,000	\$	\$65,000	

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Project
Project Number: SC-2024-00157
FDOT Contract Number: G2P39

Minimum Performance Standards
The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
 3. Wholly or partly suspend or terminate the Federal award
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)
 5. Withhold further Federal awards for the Project or program
 6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
3. **Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

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

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a subrecipient, and the officers, employees or agents of a subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

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

9. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

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- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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

- 11. Methods of procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

- 12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:

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

- 13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 14. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age)
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
 - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
 - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government
 - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation
 - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the federal fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.340-343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.
23. **Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
24. **Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 28. Federal Encouragements.**
- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
 - (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.
- 29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

- 30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.
- (a) **Section 287.133 (2)(a), F.S.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.** 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.

- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

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

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

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

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

43. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

44. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

45. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.
- 53. IRS Form 990 Annual Report and Executive Compensation Reporting.** Pursuant to Governor's Executive Order 20-44, if the Subrecipient is required by the Internal Revenue Code to file **IRS Form 990** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient shall submit an Annual Report to the Department, including the most recent **IRS Form 990**, detailing the total compensation for each member of the Subrecipient executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Subrecipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the Subrecipient receiving Department funding.

GRANT MANAGEMENT

- 54. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by one of the original signatories of this subgrant agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.
- 55. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with the Department's decision(s).

- 56. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
 - (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
 - (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
 - (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
 - (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
 - (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 57. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 58. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

- 59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid.** If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 60. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits
 - (b) Failure to provide required performance and final narrative reports in the required time frame
 - (c) Failure to perform work described in Part II of this subgrant agreement
 - (d) Failure to provide reimbursement requests and performance reports in a timely manner
 - (e) Providing fraudulent performance reports or reimbursement requests
 - (f) Misuse of equipment purchased with Federal highway safety funds
- 61. Performance.** In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 62. Personnel Hired or Paid Under this Subgrant Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
 - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
 - (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
 - (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours.

- iii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

63. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135 (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

65. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** All subgrant travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of Air fare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel

v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

- 66. Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

- 67. Allowable Costs.** The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
 - ii. Total contract amount
 - iii. Scope of work/Services to be provided
 - iv. Quantifiable, measurable, and verifiable units of deliverables
 - v. Minimum level of service to be performed and criteria for evaluating successful completion
 - vi. Budget/Cost Analysis
 - vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify clause** (see Section 33 of Part V)
- vii. **Nondiscrimination clause** (see Section 16 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22 of Part V)

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$5,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.

- (e) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (f) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (g) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (h) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (i) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (j) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
- (k) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (l) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, Florida Statutes, the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

- ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

- 72. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- 73. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- 74. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- 75. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 76. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 77. Enforcement.**
 - (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Impaired Driving Enforcement.**
- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
 - f. Be an active certified Drug Recognition Expert (DRE)
- (h) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (i) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (j) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
- i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.
 - ii. **Conforming Product List.** Any speed measuring device purchase with subgrant funding should be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (k) **Teen Safe Driving Enforcement.**
- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

79. Public Information and Education Items.

Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item
- (f) Current inventory levels (if any) of the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. **Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. **Special Conditions.**

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 20

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)

Project Title: Speeding and Aggressive Driving Project
Project Number: SC-2024-00157
FDOT Contract Number: G2P39

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.

Attachment: FDOT Subgrant SC-2024-00157 (4327 : Subgrant for Highway Traffic Safety Funds)



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

8.1

**City Commission
Resolution**

MEETING DATE: November 14, 2023
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving 23-CRA-05, an RFP Updating the 2007 City of Holly Hill Community Redevelopment Area Master Plan and Extending the CRA Sunset Date from May 2026 to May 2036 and Awarding the Project to GAI at a Cost of \$98,289.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

NUMBER: 2023-R-67
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill CRA is set to sunset in May of 2026. There is much more work the CRA can do to eliminate blight and slum like conditions throughout the redevelopment area. In order to further improve our city, the 2007 Plan will need to be updated and an extension of the sunset date will need to be pursued. All of the RFP's which were submitted accomplished those goals. All proposals received were from firms with experience and credentials capable of completing the work.

Those firms were as follows:

- RMA - \$114,500.00
- GAI - \$98,289.00
- Inspire/Placemaking Collective - \$99,500.00

FISCAL

ANALYSIS:

The fiscal 2023-2024 budget anticipated the updated plan and allocated up to \$100,000.00 for the project. The RFP documents were publicly available on VendorLink and on the Florida Redevelopment Association's website.

STAFF

RECOMMENDATION:

An RFP Review Committee comprised of the Community Development Director/City Planner Brian Walker, Fire Chief Jim Bland and Economic Development Manager/CRA Coordinator John Cox was chosen to review the bids and make a recommendation to the CRA Board/City Commission. Upon review the Committee unanimously selected GAI/Community Solutions Group at a cost of \$98,289.00 and recommends the same to the CRA Board/City Commission.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING 23-CRA-05, AN RFP UPDATING THE 2007 CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA MASTER PLAN AND EXTENDING THE CRA SUNSET DATE FROM MAY 2026 TO MAY 2036 AND AWARDING THE PROJECT TO GAI AT A COST OF \$98,289.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- CRA RFP Committee Award - October 19, 2023 (PDF)
- CRA RFP Score Sheet (PDF)
- RMA - RFP 23-CRA-05 (PDF)
- Inspire - RFP - Professional Services for New CRA Plan Update (PDF)
- Holly Hill CRA Update GAI Consultants FINAL (PDF)
- Holly Hill Draft Scope 11-06-2023 - USE THIS ONE FOR MTG (PDF)

Resolution No. 2023-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING 23-CRA-05, AN RFP UPDATING THE 2007 CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA MASTER PLAN AND EXTENDING THE CRA SUNSET DATE FROM MAY 2026 TO MAY 2036 AND AWARDING THE PROJECT TO GAI AT A COST OF \$98,289.00 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 23-CRA-05, AN RFP UPDATING THE 2007 CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AREA MASTER PLAN AND EXTENDING THE CRA SUNSET DATE FROM MAY 2026 TO MAY 2036 AND AWARDING THE PROJECT TO GAI AT A COST OF \$98,289.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Holly Hill CRA was established in 1992 through an adoption of a Delegation of Authority Resolution (92-257) from the Volusia Board of County Commissioners; and

WHEREAS, the CRA's Redevelopment Plan was adopted in May 1996 providing the CRA with a base operational timeframe of thirty years (2026), with an option to be extended up to sixty years (2056) and was updated May 1, 2005; and

WHEREAS, the CRA Master Plan was adopted in October 2007 and is now in need of updating given that blight and slum like conditions still exist in Holly Hill.

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 approves a Contract for Updating the CRA Plan and for Extending the sunset year to 2036 with GAI at an established price of \$98,289.00, and authorizes 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 14th day of NOVEMBER, 2023.

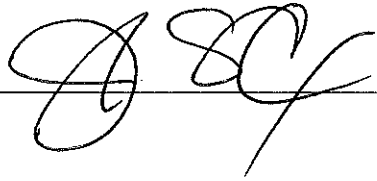
October 19, 2023

On October 19, 2023 at 2:00 p.m., the CRA RFP Selection Committee, comprised of Brian Walker, Jim Bland and John Cox, met to review, discuss and choose, from among all received bids, the firm, which in the Committee's view, best addressed the RFP. The companies are listed below along with the scores received from each member of the Committee. The finding of the Committee was to recommend GAI, Community Solutions Group to the Holly Hill City Commission as the company to complete the new CRA Plan and Update with an extension of the plan through 2036.

The results were as follows:

Score	0-35	0-15	0-15	0-25	0-5		10/19/2023
Company	Qualifications	Team	Cost	Services	References	TOTAL	
RMA	25	10	10	25	5	75	\$114,500.00
GAI	35	15	15	25	5	95	\$98,289.00
Inspire	35	15	14	25	5	94	\$99,500.00
RMA	35	5	10	20	5	75	\$114,500.00
GAI	35	15	15	25	5	95	\$98,289.00
Inspire	35	10	12	20	5	82	\$99,500.00
RMA	30	10	10	20	5	75	\$114,500.00
GAI	35	15	15	25	5	95	\$98,289.00
Inspire	33	14	15	22	5	89	\$99,500.00

John S. Cox



October 19, 2023

	A	B	C	D	E	F	G	H
1	Score	0-35	0-15	0-15	0-25	0-5		10/19/2023
2	Company	Qualifications	Team	Cost	Services	References	TOTAL	
3	RMA	25	10	10	25	5	75	\$114,500.00
4	GAI	35	15	15	25	5	95	\$98,289.00
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10								
11	RMA	30	10	10	20	5	75	\$114,500.00
12	GAI	35	15	15	25	5	95	\$98,289.00
13	Inspire	33	14	15	22	5	89	\$99,500.00



REINVENTING YOUR CITY

October 12, 2023

CITY OF HOLLY HILL, FLORIDA

REQUEST FOR PROPOSALS PROFESSIONAL SERVICES
FOR NEW COMMUNITY REDEVELOPMENT PLAN UPDATE



RFP NO: 23-CRA-05

RMA

Redevelopment Management Associates

HQ

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Senior Project Manager

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Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

October 12, 2023

RE: 23-CRA-05 RFP-Professional Services for New CRA Plan Update

RMA is pleased to submit this proposal to the Holly Hill Community Redevelopment Agency (CRA) for RFP 23-CRA-05 Professional Services for New CRA Plan Update.

The Holly Hill CRA has made tremendous strides implementing effective redevelopment programs that have resulted in substantial property valuation increases over the last two decades. RMA would build upon the Agency's achievements and continue to ensure the plan modification process has deep community involvement and stakeholder participation. We believe the land acquisition and focus on improving commercial assets are important parts of the Plan Update, and we would like to expand upon those efforts during the plan update process.

We understand the basic process of any plan amendment includes background and data collection, market research and analysis, and community involvement; these form the basis for defining future projects and programs. The CRA Plan is the legal and guiding document for the Agency which needs to reflect not only the vision for the future, but also a clear path for implementation. Ultimately, RMA will create a clear and concise document that guides the CRA through the next phase of redevelopment and extension of the CRA to May 28, 2036.

A few very talented team members have been added to the RMA team to dig very deeply into two areas we believe the Holly Hill CRA could benefit from over the extension term: Land Use and Planning (to focus on land valuation increases and regulatory issues) and Financial (to produce a financial strategy, not just a budget). We will also bring our RMA real estate expertise in public-private partnerships (P3s), and our communications team member to engage the public in the community input efforts.

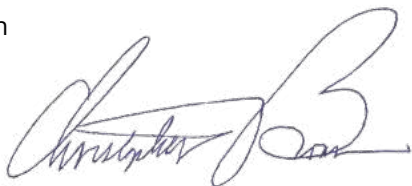
RMA has a very deep understanding of Chapter 163, Part III, and knows how to fully use and leverage the statute. Both RMA Principals have personally managed some of the largest and most diverse CRAs in the State of Florida, served as Presidents of the Florida Redevelopment Association (FRA), and negotiated some of the largest P3 real estate transactions in Florida CRAs. Additionally, one principal is a Certified Redevelopment Administrator (FRA-RA). Furthermore one of our team members served as the Holly Hill Economic Development Director and oversaw the Holly Hill CRA as well The Market redevelopment.

We are excited to see that the Holly Hill CRA is pursuing extension of the CRA life, as an extension preserves the incredible value the CRA statute provides. Across the state, RMA has assisted other CRAs to extend their terms. Our experience working on CRA extensions and our team members' intimate understanding of the area are invaluable.

RMA's passion and core business are CRAs. Our redevelopment consulting firm has unmatched CRA experience, statewide. We would like to share that dedication and knowledge with you and your residents, business owners, elected officials, and all stakeholders.

Sincerely,

Christopher J. Brown
Principal Member
chris@rma.us.com
P: 954.695.0754



COVER LETTER

8.1.c



REINVENTING YOUR CITY

**PRIMARY CONTACT/PERSON
AUTHORIZED TO MAKE
REPRESENTATIONS**

Adriane Esteban, LEED® AP

Senior Project Manager
Orlando, FL

adriane@rma.us.com | C: 407.497.89

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Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

Packet Pg. 168

SECTION 1

QUALIFICATIONS

A. SCOPE OF SERVICES AND STATEMENT OF QUALIFICATIONS

RMA has garnered **three decades of experience by writing and then implementing CRA Plans** for various cities. We have created successful CRA Plans because we are a specialized firm that has also managed and operated CRAs. Our work in Pompano Beach, in particular, where we wrote the CRA Plan and served as CRA Executive Director and staff, demonstrates our unique ability to generate impressive economic impacts from our proposed approach to redevelopment.



Parking revenues increased from \$500,000 prior to 2012 to \$4.2million in FY 2022



The City's Valuation increased from \$8.7 billion in 2012 to \$14.5 billion in 2020



\$48.5 million in projected city revenues from the pier development over 50 years with an estimated \$300,000 in annual tax increment



Lease revenue from the pier development site increased from approximately \$300/month to over an anticipated \$600,000 annually after all properties are open and operating



Since we have been responsible for implementing CRA Plans, we understand that not only should they meet the requirements of Florida State Statute Chapter 163, Part III, but they also need to provide a vision that CRA staff, the CRA Board, the community, and the development community all grasp and support. We are aware that the Holly Hill CRA desires the successful respondent to create a Holly Hill Community Redevelopment Plan for the entire CRA District and will include a particular focus on the Pictona/Ridgewood Avenue and LPGA corridors and the CRA would like to extend their term to May 28, 2036.

SCOPE OF SERVICES

The Scope of Services will follow the thorough outline provided by Holly Hill incorporating the goals set forth by internal and external stakeholders and the CRA Board. The following is our understanding of the scope per the RFQ:

Scope of Services Summary per the RFQ

1. Review the existing Community Redevelopment Plan.
2. Through Community Outreach and Stakeholder Involvement, articulate a vision for the entire CRA district.
3. Consolidate all the research, analysis, and community input for each area into a Plan document that seeks a ten-year extension of the Plan.

What Do We Look for before We Write a CRA Plan?

RMA's initial approach will be to quickly dig deep into key underlying CRA operational topics including but not limited to:

- ▶ Is there a concise vision for the future of the CRA?
- ▶ What projects and programs have been completed or initiated? What projects still need to be completed?
- ▶ What is the financial strategy for the remainder of the CRA term?
- ▶ What projects, programs, or incentives are in the plan that attract new business and create economic growth?
- ▶ What are the current and future projects?
- ▶ What creates value for private sector businesses to be drawn to the city to invest?
- ▶ Do these projects create a sense of place?
- ▶ Do they solve a problem, i.e., parking, mobility?
- ▶ What projects can improve transit and pedestrian circulation?
- ▶ Does the plan address real estate in a meaningful way?
- ▶ Are the land use or zoning regulations hindering development?
- ▶ Which incentive programs will address business and developer needs?
- ▶ What programs and policies need to be implemented to have redevelopment occur?



TASK 1- REVIEW THE EXISTING COMMUNITY

REDEVELOPMENT PLAN: As mentioned in the cover letter, one of our team members served as the Holly Hill Economic Developer Director and oversaw the CRA. We are familiar with the Holly Hill CRA, but RMA also plans to review the demographics, annual reports, delegation of authority, completed projects, ongoing projects, and spending to date provided by staff. In addition, RMA will look at other metrics that illustrate the successful impacts of the CRA to date. Documents we will review include the following:

- ▶ Current CRA Plan
- ▶ Capital Improvement Plan
- ▶ CRA Annual Reports for Past 5 Years
- ▶ Parks Master Plan
- ▶ Current CRA Budget
- ▶ Land Use and Zoning Regulation in the CRA
- ▶ Current Implementation Plan and Projects
- ▶ Parking and Transportation Plans
- ▶ Other relevant documents



TASK 2-COMMUNITY OUTREACH AND STAKEHOLDER INVOLVEMENT

RMA understands the importance of creating community consensus for a CRA Plan. As directed by the RFP, we will hold at least two (2) community meetings for citizens, business owners and stakeholder groups to allow for maximum participation. One of the meetings will be during the daytime between the hours of 9:00 a.m. and 4:00 p.m. and one will be in the evening between the hours of 6:00 p.m. and 8:00 p.m. In addition, RMA is willing to have as many meetings with the City Commission as the City deems necessary. We anticipate having the following meetings:



Kickoff Meetings with Relevant City Departments, Elected Officials, and Stakeholders

The Project Team will meet with City staff (City Manager/CRA Director, Planning, Engineering, Parks & Recreation, Public Works, Police Department, Economic Development), elected officials, and stakeholders identified by CRA staff. In addition, RMA is willing to have as many meetings with the City Commission as the City deems necessary.



Public Input Meetings

The Project Team will conduct an initial public input meeting that will focus on what to preserve, what to enhance, what assets to expose, and where to invest. Our high-quality presentations and work products make it easy for anyone to understand and support the strategies and solutions we propose. One meeting will be held during the daytime and one will be held during evening hours.



Deliverables

- ▶ Kickoff Meeting with CRA and City Staff
- ▶ CRA Board Interviews
- ▶ Stakeholder Interviews
- ▶ Two (2) Public Input Meetings
- ▶ City Commission Meetings as necessary (additional meetings will be available as needed, per the fee schedule)



TASK 3- DEVELOP THE CRA PLAN

RMA will incorporate all data and information from reviewing existing conditions and community meetings and will incorporate comments from staff, the public, and CRA Board members to prepare the draft CRA Plan. Per the RFQ, the Plan will include streetscape guidelines, incentives, illustrations, renderings, elevations, computer simulations of future development at buildout and other elements needed to update the current Plan and seek a ten year extension of the Plan.

The Redevelopment Plan is a road map to revitalization through successful implementation, and the Holly Hill CRA Plan Update should reflect the growing and changing needs of the community.

RMA has written numerous CRA Redevelopment Plans, and has found that a CRA Plan should be developed with certain plan components.



CRA PLAN DEVELOPMENT

This next section will highlight some of the plan components we believe that are important to the Holly Hill CRA.

- ▶ **VISION AND STRATEGY**
- ▶ **PROJECTS AND PROGRAMS**
 - ▶ BUSINESS DEVELOPMENT & ATTRACTION
 - ▶ INCENTIVE DEVELOPMENT & ANALYSIS
 - ▶ REAL ESTATE ACQUISITION (P3)
 - ▶ PLACEMAKING & INFRASTRUCTURE
 - ▶ ATTRACTING THE PRIVATE SECTOR TO THE CRA
 - ▶ PARKING, TRANSIT, & TRANSPORTATION
 - ▶ BRANDING & MARKETING
- ▶ **FINANCING**
- ▶ **IMPLEMENTATION**

VISION AND STRATEGY

As previously stated, **the Vision is derived from input and analysis**, but the strategy comes from **technical experience** in implementation and financial considerations. We will focus on creating a clear and concise vision that can guide the redevelopment over the extended life of the CRA to May 28, 2036. This section includes, an emphasis on priorities for the projects and program section of the Plan.

PROJECTS AND PROGRAMS

a. BUSINESS DEVELOPMENT AND ATTRACTION

Business development strategies will vary by area; however, RMA is adept at identifying what it takes to attract new businesses to a CRA district. We start by preparing a clear Vision and then identify which projects and programs will spur investment. Then, we propose where to remove obstacles or add targeted incentives to reach our goals of business development. **The result is an increase in TIF and growth in the general fund tax base** for further investment.

During the process of drafting the CRA Plan for Holly Hill, RMA will ensure the “toolbox” to attract business and private investment is drafted effectively.

b. INCENTIVE DEVELOPMENT AND ANALYSIS

RMA has developed many incentive programs for CRAs and cities to address financial obstacles that prevent or hinder redevelopment. Samples include:

- ▶ Strategic Investment Program – funds for interior renovations and tenant improvements
- ▶ Paint, Plant & Pave - minor residential exterior improvements
- ▶ Loan Interest Assistance – partnering with lenders on interest subsidy
- ▶ Strategic Streetscape Program - streetscape improvements tied to private commercial developments
- ▶ REDA (Real Estate Development Program) - TIF for major developments over \$5 million
- ▶ Façade Program – funds to upgrade exterior buildings

After reviewing the needs in Holly Hill, RMA will propose customized incentive programs to respond to the area’s environment.

c. REAL ESTATE AND ACQUISITION (P3)

Real estate assessments will be made on privately held parcels looking for public/private development options in Holly Hill. As part of the CRA Plan update, RMA also will assess the options for long-term land acquisition and disposition options. **Real estate has the largest impact on the city’s tax base and for the CRA’s TIF**, therefore a lot of attention will be placed on analyzing the real estate opportunities within the CRA district.

CRA PLAN DEVELOPMENT

d. PLACEMAKING AND INFRASTRUCTURE

RMA will place emphasis on identifying the public sector and capital investments that will have the highest impact visually, but that will also create a sense of place. The investment in public sector infrastructure for Holly Hill is important on in and around Pictona/Ridgewood Avenue and LPGA corridors as these are thoroughfares to the CRA's major assets. Also, connectivity to other public assets, streetscape guidelines, and pedestrian connections will be highlighted as well as sustainability and resiliency.

RMA will analyze the options for the public investment in infrastructure and recommend strategies for future growth.

e. ATTRACTING THE PRIVATE SECTOR TO THE CRA

First, the private sector needs to understand the CRA's plan and vision. RMA is skilled at highlighting projects and programs that appeal to the investment community and promote the real estate investment benefits in CRA areas.

In addition, RMA will propose programs in the Holly Hill CRA Plan that target both the lending and real estate broker communities. For example, we will likely suggest programs in the CRA Plan that allow for holding "Banker/Broker" events to engage both industries in the redevelopment process. These industry professionals have a vested interest in attracting private businesses and developers to participate in the redevelopment program.

RMA will identify targeted redevelopment programs and projects that are of interest to banking and real estate brokerage professionals.

f. PARKING, TRANSIT, AND TRANSPORTATION

Although the CRA does not have jurisdiction over roads, traffic or transit facilities, parking and the movement of people in cars, buses or trains should be on the radar and addressed in any CRA Plan. The long-term planning projections of where development will occur and how to stay in front of parking and traffic conditions are part of RMA's analysis during the CRA plan drafting phase. Agencies and governmental partners have a major influence over how the Holly Hill will manage transportation needs.

g. BRANDING AND MARKETING

One of RMA's most sought-after services is our ability to help brand and market the redevelopment projects and programs, as well as position the city as a whole for redevelopment.

CRA marketing and branding campaigns have helped promote client cities as a destination for opening a business, building a development project, or moving to an up-and-coming hot new location.

Although marketing and branding materials are not part of the CRA Plan update, RMA will provide a section in the CRA plan that provides guidance and identifies programs for marketing that are within the CRA statutory confines of allowable expenses and initiatives.

RMA will also analyze and assess these additional categories and other topics for inclusion in the Project and Program portion of the plan

- ▶ Affordable Housing Strategies
- ▶ Residential Urban Infill Redevelopment
- ▶ Neighborhood Planning
- ▶ Land Acquisition and Disposition
- ▶ Business Retention
- ▶ Wayfinding
- ▶ Illustrations, Renderings, Elevations, Computer Simulations of Future Development at Buildout and Other Elements Needed to Update the Current Plan and seek a ten-year extension of the Plan



Photo credit: The Volusia Community

CRA PLAN DEVELOPMENT

FINANCING REDEVELOPMENT

The importance of properly financing CRA redevelopment cannot be overstated. To do that, the CRA must successfully forecast how development will occur and leverage the funds; accordingly, this requires a level of CRA expertise not usually found in general economic, planning, or engineering consulting firms.

All CRAs rely on growth in the tax increment to fund redevelopment projects. RMA's experience in analyzing the existing tax base and identifying opportunities to expand the tax base is an important part of our CRA Plan updates. RMA also has a deep bench of experience in assisting our CRA clients with financial planning including issuing bonds, tax increment financing and strategies, and attracting grants and other sources.

RMA will use our experience to gauge how to fund the redevelopment projects proposed in the Holly Hill CRA Plan while protecting the City and CRA's financial interests.

“Plan Your Work,
Then Work Your Plan.”

IMPLEMENTATION

Many firms produce plans that are all-inclusive and have an implementation matrix at the end of the document with dates and timelines. That's not enough. Our firm will demonstrate how to:

1. Prioritize your initiatives based on revenue and expense projections
2. Apply short- and long-range project projections
3. Ensure resources are available for implementation, or identify gaps if they are not
4. Identify the types of incentives or public-sector support needed for implementation
5. Set the projects in motion, and reflect in the budget and long-term finance plan
6. Measure, evaluate and reset over a 5-year period

The Implementation Strategy and Plan is where RMA excels. RMA considers the implementation plan, which we call the Strategic Finance Action or Implementation Plan, is the most important part of a CRA operation.

A template for the Strategic Finance Implementation Plan will be provided as part of our Services to the City for this CRA Plan Update. This template can help guide redevelopment over an extended period of time as well as produce a flexible annual approach that can be responsive to current market conditions.



Deliverables:

- ▶ Bi-weekly virtual meetings with staff to coordinate as the project progresses
- ▶ Monthly reports outlining significant meetings, discussions, actions and results
- ▶ Presentation of Plan Draft to the CRA Board and City Commission
- ▶ One original and 6 copies of the final Plan with all maps, guidelines, etc. and 1 copy in electronic format
- ▶ Electronic version of final documents in a compressed or web view as well as a printer-ready version

In the following pages are our company profile and description of major accomplishments.

RMA is a full service economic (re)development firm passionately reinventing cities and target areas to bring hidden assets and unrecognized value to the forefront. We have a proven track record assessing, developing and implementing plans/programs that are improving communities by utilizing a realistic, comprehensive and effective approach - resulting in over **\$1 billion in private sector investment** within our client areas.

We offer comprehensive services in five specialized areas:

- ▶ Economic Development
- ▶ Business Attraction & Marketing
- ▶ Real Estate
- ▶ Urban Design & Planning
- ▶ Government Management & Administration

RMA was formed in 2009 by Principal Members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, combining their talents and 50+ years of experience providing consulting and management services to governments in the field of urban redevelopment and place making, regionally, nationally and internationally. RMA headquarters is in Pompano Beach, Florida, with additional Florida office locations in Delray Beach, Jacksonville and the Central Florida area.

Our expertise includes all aspects of **economic development, business attraction and marketing, real estate development and public-private partnerships (P3), urban design and planning, government administration and community consensus building**. RMA's active practitioners have led some of the most successful economic development efforts in Florida cities during the last 30 years, transforming many areas throughout the state into thriving business/entertainment districts, including Delray Beach, Fort Lauderdale, Hollywood, Pompano Beach and West Palm Beach.

RMA's highly experienced professionals are committed to helping our clients in their pursuit of economically diverse and healthy communities. The benefits of working with us include comprehensive access to industry leaders in specialized redevelopment fields under one firm - providing years of knowledge, experience and proven success as evidenced by the client cities we have helped reinvent.

Our firm has the experience, in-house expertise and financial stability to successfully complete and implement projects of all sizes.



8.1.c

REDEVELOPMENT MANAGEMENT ASSOCIATES is a small, independent and majority woman-owned Limited Liability Corporation headquartered in Broward County licensed to do business by the State of Florida. Principal Members are Kim Briesemeister and Chris Brown.

RMA HQ

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Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

EXPERIENCE & SERVICES

RMA is at the forefront of local economic development and redevelopment, working on-site and implementing physical change. Our in-house team of industry professionals has significant experience working with communities to develop and implement strategic financing and economic development efforts. We are redevelopment specialists with specific areas of expertise including:

CRA MANAGEMENT & ADMINISTRATION

- ▶ RMA Principals/department directors served as city and CRA executive-level directors and/or staff members and have day-to-day hands-on implementation experience
- ▶ RMA Principals have previously independently managed four of the largest CRAs in the state of Florida: Delray Beach, Fort Lauderdale, Hollywood, Pompano Beach, and West Palm Beach
- ▶ RMA Principals are both former Florida Redevelopment Association (FRA) Presidents

CRA CONSULTING

- ▶ CRA Plans
- ▶ CRA Compliance
- ▶ Findings of Necessity
- ▶ Public Finance
- ▶ Public-Private Partnerships (P3)
- ▶ Branding & Marketing
- ▶ Incentives
- ▶ Real Estate

MUNICIPAL/COUNTY GOVERNMENT PROCESSES

- ▶ Current and Past CRA Management
- ▶ Extensive Municipal/County Prior Work Experience of RMA Team

CRA & PUBLIC FINANCE

- ▶ Bond Issue Analysis & Recommendations
- ▶ Enterprise Zones
- ▶ Opportunity Zones
- ▶ TIF Analysis

PARKING

- ▶ Parking System Analysis
- ▶ Formed Parking Enterprise Funds
- ▶ Parking Ordinances

URBAN DESIGN & PLANNING

- ▶ Master Plans
- ▶ Visioning
- ▶ Land Use Amendments & Zoning Regulations
- ▶ Urban Design
- ▶ Transit Oriented Corridor (TOC)
- ▶ Streetscape

PUBLIC PARTICIPATION

- ▶ Charrettes
- ▶ Public Workshops
- ▶ Stakeholder Meetings
- ▶ Surveys
- ▶ Digital and Social Media
- ▶ Targeted Collateral and Direct Mail

ECONOMIC DEVELOPMENT

- ▶ Economic Development Strategic Plans
- ▶ Feasibility Analysis
- ▶ Market Assessment
- ▶ Demographics and Workforce Research and Analysis
- ▶ Economic Development Implementation Strategy
- ▶ Incentive Development & Analysis
- ▶ Legislative Analysis
- ▶ Strategic Economic Planning
- ▶ Market Demand Study
- ▶ Gap Analysis
- ▶ Retail Feasibility
- ▶ Retail Strategy

BUSINESS ATTRACTION & MARKETING & BRANDING

- ▶ Strategic Marketing Plan Creation and Implementation
- ▶ Business Attraction/Retention/Expansion
- ▶ Business/Industry Surveys
- ▶ Branding/Logos
- ▶ Digital/Social Media Plans
- ▶ Cultural Arts Management and Programming
- ▶ Special Events
- ▶ In-house Collateral Design

REAL ESTATE

- ▶ Negotiating Public-Private Partnership Agreements (P3)
- ▶ Brokerage
- ▶ Leasing
- ▶ Fiscal & Economic Impact Analysis
- ▶ Parking Utilization Analysis & Planning
- ▶ Land and Entitlement Processing
- ▶ Strategic Economic Planning
- ▶ Business Valuation Service
- ▶ Incentives
- ▶ Market Research
- ▶ Real Estate Market Analysis
- ▶ Fiscal Impact and Tax Analysis
- ▶ Intergovernmental Relations

EXAMPLES OF WORK PRODUCED

RMA Principals and Key Personnel have extensive experience related to composing, adopting, analyzing, amending and managing all aspects of Community Redevelopment Plans, including successful implementation. Although the RMA principals have over 30+ years of redevelopment experience including stints as CRA Executive Directors, they also have a high degree of experience in other plans that have helped spur redevelopment in CRAs including Economic Development Plans, Branding & Marketing Plans, and Zoning & Land Use Amendments.

FINDINGS OF NECESSITY

- ▶ Delray Beach, Florida

CRA MANAGEMENT & IMPLEMENTATION

- ▶ Dania Beach, Florida
- ▶ Margate, Florida
- ▶ North Miami, Florida
- ▶ North Miami Beach, Florida
- ▶ Oakland Park, Florida
- ▶ Pompano Beach, Florida
- ▶ West Palm Beach, Florida

STRATEGIC FINANCE IMPLEMENTATION PLANS

- ▶ Dania Beach, Florida
- ▶ Margate, Florida
- ▶ Pompano Beach, Florida
- ▶ North Miami Beach, Florida
- ▶ St. Cloud, Florida
- ▶ Haines City, Florida

CRA REDEVELOPMENT PLANS

- ▶ Coral Springs, Florida
- ▶ Dania Beach, Florida
- ▶ Delray Beach, Florida
- ▶ Fort Lauderdale, Florida
- ▶ Hollywood, Florida
- ▶ Lake Park, Florida
- ▶ Margate, Florida
- ▶ Martin County, Florida
- ▶ Miami Beach, Florida
- ▶ Mount Dora, Florida
- ▶ Naranja Lakes, Florida
- ▶ North Miami, Florida
- ▶ North Miami Beach, Florida
- ▶ Pompano Beach, Florida (2 CRA Districts)
- ▶ Sarasota, Florida
- ▶ West Palm Beach, Florida (2 CRA Districts)

BUSINESS IMPROVEMENT DISTRICTS

- ▶ Delray Beach, Florida
- ▶ Miami Design District
- ▶ Naples, Florida
- ▶ Winter Park, Florida

COMMUNICATIONS, MARKETING, & BRANDING PLANS AND IMPLEMENTATION

- ▶ Dania Beach, Florida
- ▶ Delray Beach, Florida
- ▶ Fort Myers Beach, Florida
- ▶ Greenacres, Florida
- ▶ Lauderhill, Florida
- ▶ Margate, Florida
- ▶ North Miami, Florida
- ▶ North Miami Beach, Florida
- ▶ Oakland Park, Florida
- ▶ Oviedo, Florida
- ▶ Pompano Beach, Florida
- ▶ Sumter County, Florida
- ▶ West Palm Beach, Florida
- ▶ Wilton Manors, Florida

ECONOMIC DEVELOPMENT PLANS

- ▶ Alachua, Florida
- ▶ Deltona, Florida
- ▶ North Miami Beach, Florida
- ▶ Palm Bay, Florida
- ▶ Pembroke Pines, Florida
- ▶ Titusville, Florida
- ▶ West Palm Beach, Florida
- ▶ Sumter County, Florida

MARKET ANALYSIS, STUDIES, & ASSESSMENTS

- ▶ Greenacres, Florida
- ▶ Holly Hill, Florida
- ▶ Howey-In-The-Hills, Florida
- ▶ Mount Dora, Florida
- ▶ North Port, Florida

REAL ESTATE & PUBLIC-PRIVATE PARTNERSHIPS (P3)

- ▶ Ocean One Boynton, LLC, Florida
- ▶ Cape Coral, Florida
- ▶ Davie, Florida
- ▶ Deltona, Florida
- ▶ Holly Hill, Florida
- ▶ North Miami Beach, Florida
- ▶ Pompano Beach, Florida
- ▶ West Palm Beach, Florida

RECOVERY, REVITALIZATION, VISION, & MASTER PLANS

- ▶ Greenacres, Florida
- ▶ Margate, Florida
- ▶ North Miami Beach, Florida
- ▶ Pompano Beach, Florida
- ▶ Sunrise, Florida
- ▶ West Columbia, South Carolina
- ▶ West Palm Beach, Florida

URBAN DESIGN, PLANNING, LAND USE & ZONING

- ▶ Hillsboro Beach, Florida
- ▶ Lake Park, Florida
- ▶ Miami Shores Village, Florida
- ▶ North Miami Beach, Florida
- ▶ Pompano Beach, Florida
- ▶ West Palm Beach, Florida

CULTURAL ARTS DEVELOPMENT & MANAGEMENT

- ▶ Pompano Beach, Florida

AWARDS

The Roy F. Kenzie Awards celebrate the most innovative and effective redevelopment programs in Florida and are awarded annually in 14 categories by the Florida Redevelopment Association (FRA).

2022

- ▶ **North Miami Beach CRA:** Roy F. Kenzie Award, Cultural Enhancement - NMB Banners Brochures and Bites Boost Business

2021

- ▶ **Pompano Beach CRA:** Roy F. Kenzie Award, "Out of the Box" - McNab House Restaurant and Botanical Gardens

2020

- ▶ **West Palm Beach CRA:** Roy F. Kenzie Award Cultural Enhancement and FRA President's Award
- ▶ **West Palm Beach CRA:** Roy F. Kenzie Award Capital Projects/Infrastructure
- ▶ **RMA/City of Deltona:** Management Programs and Creative Partnerships

2018

- ▶ **Pompano Beach CRA:** Roy F. Kenzie Award: Promotion - Downtown Innovation District

2017

- ▶ **Margate CRA:** Roy F. Kenzie Award: Promotion - Margate Under the Moon
- ▶ **North Miami:** Roy F. Kenzie Award: Planning Studies - Downtown Strategic Marketing Plan

2016

- ▶ **Pompano Beach CRA:** Management Programs/Creative Partnerships; Turner School of Construction Management
- ▶ **West Palm Beach CRA:** "Out of the Box" Award; Lot 23 Artist Program
- ▶ **Margate CRA:** Roy F. Kenzie Award; Annual Report

2015

- ▶ **Pompano Beach CRA;** Roy F. Kenzie Award; Outstanding New Building Project; 731 Retail Shoppes
- ▶ **American Planning Association Florida Award of Merit; Comprehensive Plan – Small Jurisdiction category;** City of North Miami Beach

2014

- ▶ **Pompano Beach CRA;** Roy F. Kenzie Award; Planning Studies; Downtown Pompano Overlay District
- ▶ **Urban Land Institute Southeast FL/Caribbean Area;** Vision Award Finalist; Project of the Year; Pompano Beach Streetscape and Dune Enhancement
- ▶ **Pompano Beach CRA;** Roy F. Kenzie Award; Creative Organizational Development & Funding; East CRA Parking Management

2013

- ▶ **Pompano Beach CRA;** Roy F. Kenzie Award; Management Programs and Creative Partnerships; CRA Business Resource Center

2012

- ▶ **Dania Beach CRA:** Roy F. Kenzie Award: Cultural Enhancement
- ▶ **Pompano Beach CRA;** Roy F. Kenzie Award; Planning Studies; Downtown Pompano Transit Oriented Corridor

2011

- ▶ **Dania Beach CRA:** Roy F. Kenzie Award: Marketing



B. DESCRIPTION OF OVERALL KNOWLEDGE OF THE CITY OF HOLLY HILL

Team members of RMA have a history with Holly Hill. Lynn Dehlinger served as the Holly Hill Economic Development Director and oversaw the Holly Hill CRA. She also was the Project Director for The Market, a marketplace that was restored by the City, and handled the acquisition of the property, the architectural design and landscaping design, and the marketing and leasing program for the project. The Market created a true renaissance in the area and spurred additional businesses on Riverside Drive including the Copper Bottom Craft Distillery, as well as the Coquina Marina owned by NASCAR Vice Chairman Jim France. The success enabled the City to sell the property to the private sector putting it on the tax roll again. Ms. Dehlinger also launched an ambitious plan to acquire a 25-acre site from the Volusia County School Board, annex the property into the CRA, conduct community meetings to develop a vision for the property, and to market the property to interested developers and businesses.

In recent years, the CRA has continued with positive redevelopment projects like Pictona, grant programs, a mural program, and other endeavors. Through these redevelopment efforts, the Holly Hill CRA positioned itself to increase its tax base from \$88 million in its base year to over \$305 million in FY 2022, according to the CRA Annual Report. Planning for the future is imperative to keep Holly Hill's charm and continue to provide economic opportunities.



C. BUSINESS ORGANIZATION

RMA is a full service economic (re)development firm passionately reinventing cities and target areas to bring hidden assets and unrecognized value to the forefront. We have a proven track record assessing, developing and implementing plans/programs that are improving communities by utilizing a realistic, comprehensive and effective approach - resulting in over **\$1 billion in private sector investment** within our client areas.

We offer comprehensive services in five specialized areas:

- ▶ Economic Development
- ▶ Business Attraction & Marketing
- ▶ Real Estate
- ▶ Urban Design & Planning
- ▶ Government Management & Administration

RMA was formed in 2009 by Principal Members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, combining their talents and 50+ years of experience providing consulting and management services to governments in the field of urban redevelopment and place making, regionally, nationally and internationally. RMA headquarters is in Pompano Beach, Florida, with additional Florida office locations in Delray Beach, Jacksonville and the Central Florida area.

Our expertise includes all aspects of **economic development, business attraction and marketing, real estate development and public-private partnerships (P3), urban design and planning, government administration and community consensus building**. RMA's active practitioners have led some of the most successful economic development efforts in Florida cities during the last 30 years, transforming many areas throughout the state into thriving business/entertainment districts, including Delray Beach, Fort Lauderdale, Hollywood, Pompano Beach and West Palm Beach.

RMA's highly experienced professionals are committed to helping our clients in their pursuit of economically diverse and healthy communities. The benefits of working with us include comprehensive access to industry leaders in specialized redevelopment fields under one firm - providing years of knowledge, experience and proven success as evidenced by the client cities we have helped reinvent.

Our firm has the experience, in-house expertise and financial stability to successfully complete and implement projects of all sizes.

**AUTHORIZED TO
NEGOTIATE CONTRACT TERMS AND ENTER INTO LEGALLY BINDING COMMITMENTS:**

Chris Brown, Principal Member
chris@rma.us.com | C: 561.706.5545

Kim Briesemeister, Principal Member
kim@rma.us.com | C: 954.829.3508



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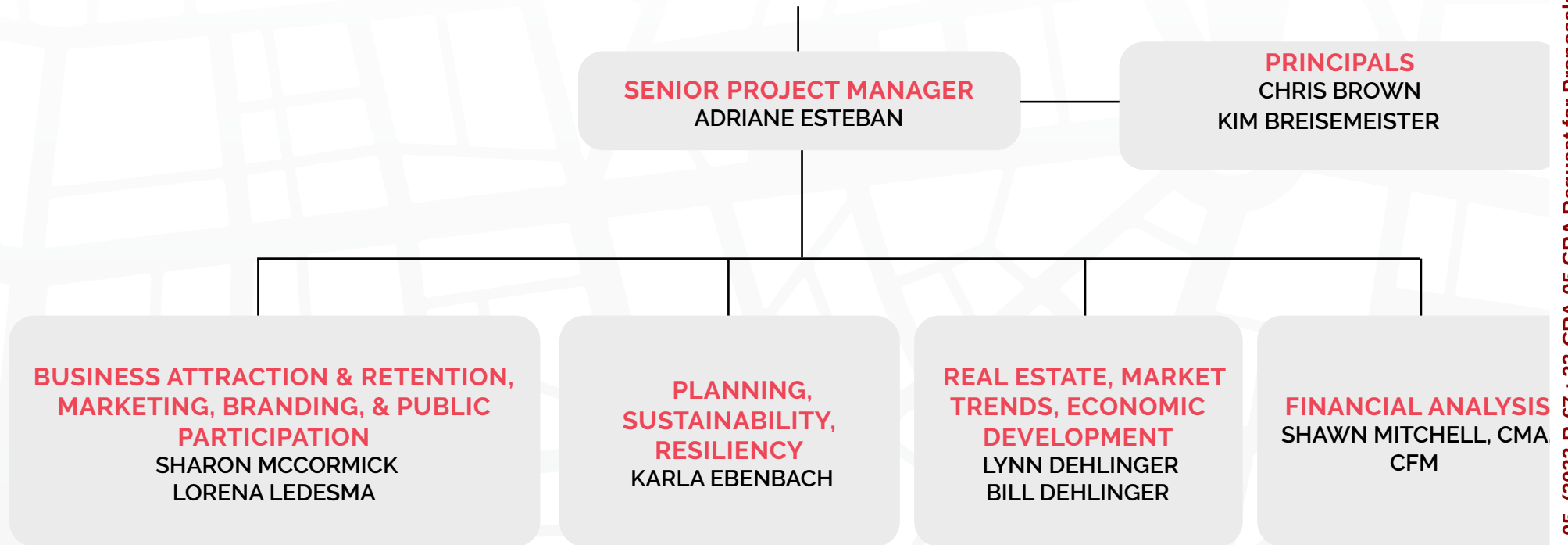
REDEVELOPMENT MANAGEMENT ASSOCIATES is a small, independent and majority woman-owned Limited Liability Corporation headquartered in Broward County licensed to do business by the State of Florida. Principal Members are Kim Briesemeister and Chris Brown.

RMA HQ
2302 E. Atlantic Blvd.
Pompano Beach, FL 33062
P: 954.695.0754 | F: 754.240.7885
accounts@rma.us.com | www.rma.us.com

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

Organizational Chart

Holly Hill CRA





CHRISTOPHER J. BROWN
Principal

Years of Experience
33

Areas of Expertise

- ▶ Urban Design Regulations
- ▶ Public-Private Partnerships (P3)
- ▶ Real Estate Development
- ▶ Redevelopment Planning & Management
- ▶ Community Engagement/Meeting Facilitator

Education

M.Arch & M. City Planning | University of Pennsylvania
B.A. | Yale University

Certifications

- ▶ General Contractor
- ▶ Real Estate Broker

Bio

Mr. Brown has extensive experience in planning and design, real estate development, finance and redevelopment management. Mr. Brown served for 9 years as the Executive Director of the highly successful Delray Beach CRA when it was just in its infancy. He is recognized throughout Florida for the legacy he has left in Delray Beach and is responsible for negotiating multiple public-private partnerships and creating the marketing co-op. Mr. Brown's successes in redevelopment can be attributed to his experience in real estate, working for and as, a real estate developer. Chris Brown has led some of the most successful Community Redevelopment Agencies in the state of Florida and is a past President of the Florida Redevelopment Association.

Professional Affiliations

- ▶ Congress of New Urbanism
- ▶ Urban Land Institute
- ▶ International Council of Shopping Centers
- ▶ Florida Redevelopment Association, Past President
- ▶ Business Loan Fund of the Palm Beaches Inc., Board of Directors
- ▶ Palm Beach Photographic Center, Board of Directors

Urban Design Regulations

- ▶ Plantation Midtown Master Plan and Design Guidelines, Plantation, FL
- ▶ City of Stuart Urban Design Guidelines and Overlay District, Stuart, FL
- ▶ Pompano Beach CRA Northwest, East District Master Plans and Design Guidelines, Pompano Beach, FL

Public Private Partnerships

- ▶ Pompano Beach Pier Redevelopment, Pompano Beach, FL
- ▶ Harbor Village Shops, Pompano Beach, FL
- ▶ Atlantic Grove Mixed Use Development, Delray Beach, FL
- ▶ Ocean City Retail/Office Center, Delray Beach, FL
- ▶ Hyatt Place Hotel, Delray Beach, FL
- ▶ Central Market Retail Center, Oakland Park, FL

Real Estate Development

- ▶ 1350 Main, Mixed Use High Rise Development, Sarasota, FL
- ▶ The Lofts, Mixed Use Development, Gainesville, FL
- ▶ Crossings Condominium, Houston, TX

Historic Preservation

- ▶ Spady History Museum, Delray Beach, FL
- ▶ State of Florida Historic Preservation Office, Delray Beach, FL
- ▶ Delray Beach CRA Office, Delray Beach, FL

Redevelopment Planning and Management

- ▶ Pompano Beach Community Redevelopment Plan Update, Pompano Beach, FL
- ▶ Business Improvement District Plan, Naples, FL
- ▶ Parking Enterprise Fund, Pompano Beach, FL
- ▶ Public Parking and Parking Management, Delray Beach, FL
- ▶ Business Attraction and Incentives, Delray Beach, FL



KIM BRIESEMEISTER, C.R.A.

Principal

Years of Experience
30

Areas of Expertise

- ▶ Redevelopment & Urban Revitalization
- ▶ Redevelopment Management
- ▶ Public-Private Partnerships (P3)
- ▶ Visioning & Urban Planning
- ▶ Financing Redevelopment

Education

A.A. | Specialized Business, International Correspondence School
ICSC Marketing I & II, John T. Riordan School of Professional Development

Certifications

- ▶ Certified Redevelopment Administrator (C.R.A.)

Bio

Ms. Briesemeister has managed redevelopment of some of the largest, most complex CRA districts and redevelopment projects in South Florida, including West Palm Beach, Pompano Beach, Fort Lauderdale and Hollywood, which led to total transformation of urban districts within the cities. This included preparing urban vision plans, Transit Oriented Development strategies and financing mechanisms, drafting/implementing downtown revitalization plans, negotiating public-private partnerships, marketing, branding, business attraction/ retention, and community consensus building. She oversaw the acquisition and disposition of approximately \$100 million in public property targeted for redevelopment that resulted in over \$1 billion in private development activity.

Professional Affiliations

- ▶ Advisory Board, University of Miami, Master in Real Estate Development & Urbanism
- ▶ Florida Redevelopment Association, Past President
- ▶ Urban Land Institute
- ▶ International Council of Shopping Centers, Past Co-Chair Alliance Program
- ▶ International Economic Development Council

Redevelopment Management

- ▶ Management and project oversight of large redevelopment projects
- ▶ Negotiated over eleven (11) public/ private partnership (P3) agreements and real estate transactions resulting in over \$1 billion in private development projects
- ▶ Oversaw the acquisition and disposition of approximately \$100 million in public property targeted for redevelopment
- ▶ Hired and managed engineer and design consultants for million-dollar streetscape improvement projects
- ▶ Created and managed incentive programs, grants and other financing tools
- ▶ Managed business recruitment and retention programs
- ▶ Created and managed city branding and marketing programs to reposition cities

Visioning and Planning

- ▶ Transit Oriented Development (TOD) strategies and financing mechanisms
- ▶ Drafted downtown revitalization plans
- ▶ Drafted marketing plans and strategies for retail districts for business attraction which attracted over 100 new businesses to the downtown area

Financing Redevelopment

- ▶ Created and managed finance plans and budgets in excess of \$100 million for redevelopment including bond issues
- ▶ Identified and recommended financing strategies for over \$ 200 million in public investment improvements to leverage private development
- ▶ Drafted multiple Five-Year redevelopment finance plans and programs
- ▶ Recommended strategies to leverage tax increment financing for bond issues or capital improvements
- ▶ Leveraged public sector resources to attract grant funds for redevelopment projects
- ▶ Worked with lenders, financial institutions and other agencies to secure financing and funding for redevelopment projects

Awards

- ▶ FRA, Roy F. Kenzie Award
 - ▶ 2012, Planning, Pompano Beach, FL
 - ▶ 2011, Marketing, Dania Beach, FL
 - ▶ 2009, Cultural Enhancement, West Palm Beach, FL
 - ▶ 2001, Best New Project, Fort Lauderdale CRA
 - ▶ 2000, Five-Year Finance Plan, Fort Lauderdale CRA
 - ▶ 1997, Downtown Marketing Program, Hollywood, FL
 - ▶ 2007 ICSC Maxi Award: Branding & Marketing, West Palm Beach, FL
- ▶ 2006 Florida League of Cities: Innovation Showcase
- ▶ 1989 ICSC Merit Award



ADRIANE ESTEBAN, LEED® AP

Sr. Project Manager/Budget Analyst

Years of Experience

16

Areas of Expertise

- ▶ CRA Budgeting & Administration
- ▶ Project Management
- ▶ Public-Private Partnerships (P3)
- ▶ Construction Management
- ▶ Leasing & Acquisition
- ▶ CRA Plans

Education

B.S. | Building Construction | Georgia Institute of Technology

Certifications

- ▶ LEED®, AP (Accredited Professional)
- ▶ OSHA Certified (10 hour)
- ▶ Florida Redevelopment Association-Redevelopment Professional (FRA-RP™)

Bio

Ms. Esteban specializes in CRA budgeting and administration, incentive management and project management. She has extensive experience managing projects from the design phase to construction and has a proven record of delivering results on time and on budget. She has also worked on leasing agreements, acquisitions, CRA Plan updates, and public-private partnerships. Working for RMA clients over the past 13 years she has successfully developed and managed CRA budgets, CRA construction projects, real estate agreements, and has assisted local businesses through the design and permitting phases of projects. Prior to RMA, her work experience included working as an Assistant Project Manager for Hardin Construction Company and as an Intern for Skanska Building USA.

Professional Affiliations

- ▶ Florida Redevelopment Association, Member
- ▶ National Association of Women in Construction (NAWIC) Greater Orlando Chapter, Past Board of Directors Member

CRA Budgeting & Strategic Finance Action Plans

- ▶ Pompano Beach CRA Financing and Implementation Plans - Fiscal Years (FY) 2014-2019
- ▶ Margate CRA - Preliminary FY15 Budget, FY2016
- ▶ North Miami Beach CRA Strategic Finance Action Plan Update (FY 2022-2028)
- ▶ St. Cloud CRA Strategic Finance Action Plan (FY 2023-2027)
- ▶ Haines City CRA Strategic Finance Action Plan (FY 2024-2028) (In Progress)

Public-Private Partnerships (P3)

- ▶ Harbor Village Shoppes Façade and Arcade Improvements, Pompano Beach CRA
- ▶ Pier Development Agreement Oversight & Coordination, Pompano Beach CRA
- ▶ Pompano Beach CRA Incentive Programs
- ▶ North Miami Beach CRA Incentive Programs

Construction Management and Administration

- ▶ Pompano Beach Pier Parking Garage Pre-Construction & Contract Coordination, Pompano Beach CRA
- ▶ 731 Hammondville Rd. (new commercial building), Pompano Beach CRA
- ▶ Pompano Beach CRA Business Resource Center (interior build-out)
- ▶ Pompano Beach CRA Office Expansion (interior build-out)
- ▶ CoCo Key Hotel & Water Park (renovation), Orlando, FL
- ▶ Orlando Premium Outlets Expansion (new commercial buildings), Orlando, FL
- ▶ Winter Garden Village at Fowler Groves (new commercial development), Winter Garden, FL

Real Estate

- ▶ Term Sheets - Pompano Beach CRA, FL
- ▶ Commercial Leases - Pompano Beach CRA, FL
- ▶ Contracts for Sale and Purchase - Pompano Beach CRA, FL

CRA Plans

- ▶ Mount Dora CRA Plan Update & Extension of Sunset
- ▶ Sarasota CRA Plan Update
- ▶ Miami Beach North Beach CRA Plan



LYNN D. DEHLINGER

Economic Development Consultant
Broker Associate

Years of Experience

25

Areas of Expertise

- ▶ Economic Development
- ▶ Real Estate Development & Brokerage
- ▶ Retail & Mixed-Use Planning & Implementation
- ▶ Public-Private Partnerships (P3)
- ▶ Community Engagement/Meeting Facilitator

Education

Attended University of Georgia and Purdue

Certifications

- ▶ Licensed Real Estate Broker, State of Florida

Bio

Ms. Dehlinger's accomplishments include commercial development projects throughout Florida and Georgia, including award winning redevelopment projects. She has been a featured panelist and speaker for the International Council of Shopping Centers, Florida League of Cities, Florida Planning and Zoning Association, Florida Redevelopment Association, Commercial and Industrial Real Estate Brokers, and Central Florida Commercial Board of Realtors. She was recently named one of the region's Most Influential Women in Business. She has negotiated major land development projects with municipalities, including developments of regional impact, public-private partnerships and local development agreements. She has been involved in development projects for major retailers in the Southeast including Publix, The Home Depot, Epic Theaters, and Walmart. She has authored market analysis for business development and worked with national and international companies to expand their operations and employment base. Her experience in negotiating complex agreements, in all aspects of business development including planning, branding and recruitment, position her well for effective leadership and management in today's complex business environment.

Professional Affiliations

- ▶ Florida Redevelopment Association Board
- ▶ ICSC Alliance National Committee
- ▶ ICSC Alliance Past Public Sector Chair, State of Florida
- ▶ International Council of Shopping Centers (ICSC)
- ▶ Licensed Real Estate Broker, State of Florida
- ▶ Former Director, Commercial Industrial Real Estate Brokers Association

Economic Development and Research

- ▶ Created several Market and Economic Development Strategic Plans including Team Volusia Initial Strategic Plan, Holly Hill Economic Development Plan, Alachua Downtown Business Attraction Plan, Titusville Economic Development Plan and Cape Coral Redevelopment Plan
- ▶ Conducted Market Analysis and analyzed data to develop plans for implementation of specific strategies including marina development and turnpike operations
- ▶ Market Analysis and Planning for private sector including Boca Raton, St. Petersburg, Bradenton, Orlando, Largo and Conyers
- ▶ Marketing Analysis and Planning for municipalities including Holly Hill, Titusville, Cape Coral, West Columbia, Sumter County

Real Estate Development

- ▶ Directed development efforts for mixed-use projects including acquisition of property, regulatory enhancements, identification of uses and tenants and marketing of projects.

Finance

- ▶ Conducted research and analysis of project development scenarios including:
- ▶ Projections
- ▶ Fiscal Impacts
- ▶ Proforma Analysis

Business Attraction and Retention

- ▶ Analyzed available properties for development and created retail attraction plans in Florida and Georgia including Atlanta, Orlando, Ft. Lauderdale, Miami, and St. Petersburg

Visioning and Placemaking

- ▶ Acted as director of development for several mixed-use and retail projects throughout Georgia and Florida, including Atlanta, Ft. Lauderdale, St. Augustine, Tampa and Orlando. Activities included initial project vision and development.



BILL DEHLINGER, CCIM

Real Estate Broker Associate Consultant

Years of Experience

16

Areas of Expertise

- Real Estate Development & Brokerage

Education

Graduate of Broward College
U.S. Air Force

Certifications

- Licensed Real Estate Broker, State of Florida

Bio

With sixteen years of commercial real estate experience, Bill has a proven record of success in Central Florida. His consulting areas of expertise include: general brokerage (Land, Industrial, Office, Retail), site selection, 1031 Exchanges, Cost Segregation, NNN leasing as well as investing for individuals through their tax-deferred saving plans. Bill is an active participant in the commercial real estate market in Central Florida through his membership in ORRA, NAR, FAR, CCIM, ICSC, Orlando Regional Commercial Council and CFCAR. He currently serves as CCIM Florida Chapter Central District Immediate Past President, and Board of Directors. Prior to becoming involved with commercial real estate, Bill traveled internationally for IBM and Hewlett Packard providing training sessions for their top sales executives. He has been a guest speaker and has received awards from several colleges throughout the area. Bill served on the Board of Directors for Habitat for Humanity in Seminole County as well as the Rotary Club of Winter Springs. Bill was the recipient of the prestigious Hallmark Deal of the Year Award from the Central Florida Commercial Association in 2019.

Professional Affiliations

- CCIM Florida VP Operations
- ORRA
- NAR
- FAR
- CFCAR
- Orlando Regional Commercial Council

Project Examples

- Sanford, FL: HCA Sanford - Market Analysis and Brokerage Services
- Oviedo, FL: Corporate HQ - Market Analysis and Real Estate Brokerage Services
- Deltona, FL: DOT Properties, NV - Brokerage Services
- Palm Bay, FL: City of Palm Bay - Value Opinion and Real Estate Brokerage Services



SHARON W. McCORMICK

Director of Business Attraction & Marketing

Years of Experience

30+

Areas of Expertise

- ▶ Business Attraction & Retention
- ▶ Research & Analysis/Marketing Plans & Implementation
- ▶ Brand Identification & Development/Strategy & Campaigns
- ▶ Cultural Arts & Special Events
- ▶ Community Engagement/Meeting Facilitator

Education

B.S. | Appalachian State University
ICSC Marketing I & II - John T. Riordan School of Professional Development

Professional Affiliations

- ▶ International Council of Shopping Centers
- ▶ Florida Redevelopment Association

Bio

Ms. McCormick is a creative thinker with the ability to develop unique and strategic solutions while adhering to government regulations, statutory requirements and community/client values and character. She is a highly skilled leader with extensive award-winning experience in place branding and marketing that has led to millions of dollars of capital investment and increased revenues in RMA's client cities. She has been a featured speaker at both local and national conferences and seminars including the International Downtown Association (IDA) regional and national conferences, Florida Redevelopment Association (FRA), CHAT South Florida's Synergy Summit for Cultural & Heritage Tourism, and Florida League of Cities Economic Development Summit.

Business Attraction & Retention

- ▶ Analyzed merchandise mix and available property in target areas
- ▶ Developed incentive programs to attract new businesses to target areas and to improve and retain target businesses
- ▶ Developed and implemented business communication strategies to educate business owners and enhance or improve their individual marketing strategies
- ▶ Created tailored marketing and communications strategies to promote opportunities to specific target audiences

Visioning & Placemaking/Marketing & Branding

- ▶ Developed numerous place brands, development strategies and marketing campaigns for several RMA client cities
- ▶ Created advertising and cross promotional business marketing campaigns through owned, shared, earned and paid media
- ▶ Project managed creative development of wayfinding systems and light pole banner campaigns
- ▶ Designed and executed award winning consumer and business attraction and retention campaigns and events programs targeting primary, secondary and tertiary markets, while developing the area's unique brand
- ▶ Managed numerous ground breaking and grand opening events drawing from 50 to 10,000 attendees
- ▶ Developed collaborative community engagement programs involving local and county arts organizations, individual artists and residents
- ▶ Created the award winning Neighborhood Ambassador volunteer participation program

Economic Development, Research & Implementation

- ▶ Manage development of digital marketing strategies including websites, social media strategies, content development and e-communications
- ▶ Develop and direct storyboards for economic development video production
- ▶ Authored Strategic Marketing Plans and Managed Implementation
- ▶ Conducted and analyzed market survey data, retail gap analysis, tourism research data and consumer behavior research data

Awards

- ▶ 2020 FRA, Roy F. Kenzie Award: Presidents Award - The Rhythm of Redevelopment Series, West Palm Beach, FL
- ▶ 2018 FRA, Roy F. Kenzie Award: Promotion - Downtown Innovation District | Pompano Beach, FL
- ▶ 2017 FRA, Roy F. Kenzie Award: Planning Studies - Downtown Strategic Marketing Plan | North Miami, FL
- ▶ 2017 FRA, Roy F. Kenzie Award: Promotion - Margate Under the Moon | Margate CRA
- ▶ 2012 FRA, Roy F. Kenzie Award: Cultural Enhancement | Dania Beach, FL
- ▶ 2011 FRA, Roy F. Kenzie Award: Marketing, Dania Beach, FL
- ▶ 2009 FRA, Roy F. Kenzie Award: Cultural Enhancement, West Palm Beach CRA
- ▶ 2009 FRA, Roy F. Kenzie Award: Creative Organizational Development and Funding, West Palm Beach
- ▶ 2007 ICSC Maxi Award; Marketing Excellence: Public Relations; Branding and Marketing, West Palm Beach CRA



LORENA LEDESMA

Project Manager, Licensed Real Estate Sales Associate

Years of Experience

6

Areas of Expertise

- ▶ Market Analysis
- ▶ Business Attraction
- ▶ Data Collection, Research & Analysis
- ▶ Strategic Planning & Budgeting
- ▶ Social Media Marketing
- ▶ Event Planning & Coordination
- ▶ Business Development

Education

B.A. Political Science | University of Central Florida

Additional Skills

- ▶ Fluent in English and Spanish
- ▶ Basic proficiency in French

Bio

Ms. Ledesma's knowledge of marketing and strategic planning stems from her background in economic development and property management, where she has experience in markets of various sizes and makeup, including Boca Raton, Gainesville, Lauderhill, Orlando, and Tuscaloosa. Her capacity to analyze and strategize further supplement her aptitude in business attraction and development, market analysis, public relations, advertising, and event planning.

Previously an Economic Development Coordinator for the City of Lauderhill, Ms. Ledesma collaborated with public and private entities to design and present projects before regional authorities and stakeholders for redevelopment and business attraction and retention. As related to economic development, her responsibilities included coordinating with real estate and finance professionals, and conduct socioeconomic analysis for community programming.

During her time in property management, Ms. Ledesma was a Senior Area Leasing Consultant whose territory comprised of three properties that totaled 1,000 units. She trained and managed leasing and marketing agents to maximize occupancy while maintaining profitability at six properties across two states.

At RMA, she examines market survey data, historical study and future projection of tourism, and consumer research data trends for analyses of economic viability. Ms. Ledesma also coordinates tasks pertaining to marketing, branding to communications. In 2022, she acquired her Florida Real Estate Sales Associate license.

Professional Affiliations

- ▶ Florida Redevelopment Association
- ▶ Greater Fort Lauderdale Alliance

Visioning & Placemaking

- ▶ North Miami Beach, FL | Branding & Marketing Strategic Planning
- ▶ Fort Myers Beach, FL | Community Branding & Marketing Plan
- ▶ Pompano Beach, FL | McNab Park Botanical Gardens Redevelopment and House Restoration
- ▶ Wilton Manors, FL | Marketing and Branding Strategic Plan

Business Attraction & Retention

- ▶ Lauderhill, FL | Developed loan program to attract new businesses to redevelopment districts and to improve and retain target businesses

Economic Development & Research

- ▶ Lauderhill, FL | Micro Loan Program; Commercial Property Improvement Program
- ▶ North Miami Beach, FL | Strategic Marketing Plan: Examined market survey data, historical study/future projection of tourism and consumer research data trends; analysis of net economic retention
- ▶ Fort Myers Beach, FL | Strategic Marketing Plan: Examined market survey data, historical study/future projection of tourism and consumer research data trends; analysis of net economic retention
- ▶ Sunrise, FL | Market Analysis and Site Redevelopment Analysis
- ▶ Pembroke Pines, FL | Economic Development Strategic Plan Update

Event Planning

- ▶ Lauderhill, FL | Jazz Under the Stars; Lauderhill Beer-B-Q; Empowerment Series; State of 38th Mixer; Living Best Life seminars

CRA Management

- ▶ North Miami Beach, FL | CRA Management and Support Staffing



SHAWN MITCHELL

Financial Management Consultant

Years of Experience

16

Areas of Expertise

- ▶ Strategic Business Planning
- ▶ Operations Management & Reporting | Regulatory Compliance
- ▶ Budgeting Management & Analysis
- ▶ Debt Management & Issuance

Education

M.B.A. | Finance | Florida Atlantic University
B.S. | Finance | Florida Atlantic University

Certifications

- ▶ Certified Management Accountant (C.M.A.) Designation
- ▶ Certified in Financial Management (C.F.M.) Designation

Bio

Senior-level financial manager with extensive finance, administration, and public accounting experience. Results-oriented with the ability to focus on both the macro-environment through strategic planning and the micro-environment by advancing operations through continuous process improvement initiatives, relevant financial management reporting, etc.

Strategic Business Planning

- ▶ Creation, implementation, and management of 5-year Strategic Finance Plans that establish the public financial commitment to redevelopment and has resulted in significant private investment within the Redevelopment Areas:
- ▶ West Palm Beach, FL (CRA)
- ▶ Pompano Beach, FL (CRA)
- ▶ Dania Beach, FL (CRA)
- ▶ Creation, implementation, and management of 5-year Capital Improvement Plans that sets forth the prioritization of capital resources:
- ▶ City of West Palm Beach, FL
- ▶ City of Alpharetta, GA

Operations Management & Reporting | Regulatory Compliance

- ▶ Significant experience in financial reporting to citizens, business owners, elected officials, stakeholders, etc.
- ▶ Monthly Financial Management Reporting
- ▶ Annual CRA Reporting (F.S. §163.356)
- ▶ Annual Budget Reporting (line-item detail and GFOA Narrative)
- ▶ Comprehensive Annual Financial Reporting (CAFR)
- ▶ Annual Citizen Reporting (GFOA Popular Annual Financial Reporting)
- ▶ Annual Continuing Disclosure Commitment

Budgeting Management & Analysis

- ▶ Creation, implementation, and management of annual budgets in excess of \$500 million across multiple fund types including General Fund, Special Revenue Funds, Enterprise Funds, and Internal Service Funds.
- ▶ City of West Palm Beach, FL
- ▶ West Palm Beach, FL (CRA)
- ▶ Pompano Beach, FL (CRA)
- ▶ City of Alpharetta, GA

Debt Management and Issuance

- ▶ Over \$250 million in debt issuance experience across multiple pledge types including: general obligation; public service tax; utility revenues; tax increment; general non-advalorem; etc.
- ▶ City of West Palm Beach, FL
- ▶ West Palm Beach, FL (CRA)
- ▶ City of Pompano Beach, FL
- ▶ Pompano Beach, FL (CRA)
- ▶ City of Alpharetta, GA



KARLA A. EBENBACH,
EBENBACH CONSULTING, LLC
 AICP, LEED Green Associate

Years of Experience

15+

Areas of Expertise

- ▶ Project Management
- ▶ Government Consulting
- ▶ Resilience Initiatives
- ▶ Strategic Planning
- ▶ Policy Development
- ▶ Communications Management
- ▶ Environmental Sustainability
- ▶ Stakeholder Relations
- ▶ Network Development

Education

Master of Urban Planning | Harvard
 University, Graduate School of Design,
 Cambridge, MA

Bachelor of Arts | University of Pennsylvania,
 College of Arts and Sciences, Philadelphia,
 PA

Bio

Ms. Ebenbach is a highly qualified urban planning consultant with 15+ years in regional and local project management. She specializes in sustainability and resilience policymaking and is an expert in strategic planning, stakeholder engagement, and policy development. She is also knowledgeable of public, private and philanthropic sector planning contexts and is skilled at program leadership and communications to inform and to engage.

Professional Affiliations

- ▶ American Planning Association (APA)'s Sustainable Communities Division
- ▶ APA Sustainability & Resilience Series
- ▶ *APA Knowledgeable of public, private and Inclusive Growth and Equitable Economic Development Policy Guide*
- ▶ Women of Temple Judea
- ▶ AICP Sustainability & Resilience CM Credit Task Force
- ▶ *APA Climate Change Policy Guide 2021*

Planning, Strategy & Policy

- ▶ Develops strategic and policy products for private and public sector clients. Directs full scope of leadership, management, engagement, facilitation, and communication services. Analyzes complex opportunities, issues, resources, and shifting conditions. Enables resilient and sustainable future communities facing environmental and socioeconomic challenges. Drives American Planning Association policy and continuing education projects.
- ▶ Fostered joint learning, cooperation, and action across the philanthropic and development communities. Implemented nationwide learning and networking events on behalf of member foundations, guests, and partners. Commissioned white papers relating urban sprawl and disinvestment to quality of life, local and regional economics, and environment. Managed innovative urban development project exploration in Southeast Florida, building relationships between local urban stakeholders.

Our project team will be lead by our Sr. Project Manager, Adriane Esteban, who works remotely in Orlando, FL, and will be responsible for overall project management and quality assurance. RMA has extensive experience with all aspects of project management under the government management and administration umbrella, including writing and implementing CRA Plans, and understands the workload scheduling, monitoring and responsiveness that is necessary.

Our team has the knowledge and experience to successfully execute a targeted project management plan within the designated time and budget parameters.

COMMUNICATION

The RMA team works with the client to establish and maintain clear lines of communication and to identify standard operating procedures, including administrative processes to be followed. This will include specifics for monitoring the direction and instructions provided, as well as the protocol to follow for advising staff. We typically like to have monthly or bi-monthly meetings with the client to keep everyone updated and gather input. Additionally, as requested by the CRA, we will provide monthly reports of tasks completed. RMA has a strong record of performing our work within mutually established budget and time constraints, and the Project Manager will be responsible for ensuring compliance with a project's budget and time requirements.

WORK PLAN METHODOLOGY

RMA has reviewed the Scope of Services and developed a work plan to complete the tasks and activities that are specified in the RFP. In summary, RMA will build the CRA Plan update around the approach and Tasks 1-3, described below. There are three fundamental steps to any plan update:

1. **First and foremost**, RMA will review the current CRA Plan for compliance with the CRA statute, and discuss any modifications needed to stay or get compliant. RMA is adept at assisting cities in pursuing their redevelopment goals, while ensuring the TIF expenditures meet the statutory requirements. As we collect and review background data, analyze market research, and conduct community input sessions, we will ensure the CRA statutory guidelines are considered.
2. **Second, we will build on existing and current projects and programs.** Plan updates need to start with analyzing the current plan's projects and programs. We have reviewed your Annual Report and recognize there are ongoing projects and programs in varying stages of completion or implementation including the public-private partnership Pictona redevelopment project. During this step all data collection, market analysis, land use, transportation, development opportunity analysis, and many other core plan sections are produced. The CRA will need to make the case for their term extension with projects that will add substantial impact, therefore thoughtful review of all programs, as well as a comprehensive approach is needed. As the initial draft of the plan is formulated, the community and stakeholder input process is ongoing and continuous.
3. **Finally, we will introduce new and creative projects and programs the CRA can realistically implement in the time remaining.** One of the most important tools a CRA has is it's ability to leverage TIF and to produce additional revenue that one day will go back into the city's general fund when the CRA sunsets. RMA is extremely adept at producing income streams for our clients. The final version of the Plan will be a highly focused but aggressive approach by using the CRA statute to attract economic prosperity to the CRA district and the City. We will also produce a finance plan and implementation matrix for you.

The updated CRA Plan will be a vital tool created by, with, and for the community of Holly Hill. By aligning residents and leaders toward mutual goals and objectives, it will support greater future prosperity and enhanced quality of life in the CRA. The forthcoming update to the CRA Plan will strategically address new needs, issues and opportunities. RMA's approach to the CRA Plan update will ensure the analysis provides a solid and clear direction for the CRA to attract the highest degree of investment to the city, while ensuring local residents, business owners and stakeholders are at the table, and participate in the growth and economic activity.

The public forums proposed as part of the CRA Plan update process will engage residents, businesses, and property owners alike in identifying needs and priorities which must be addressed to sustain Holly Hill for the future. These priorities will inform a vision that will be a part of the final plan, reflecting community priorities and which may include anything from housing supply and cost, public space amenities and design, programs that promote employment and business development, hurricane readiness, infrastructure improvements, green space, and parking to name a few.

APPROACH

RMA is a firm that specializes in redevelopment, economic development, urban design, development, real estate, and planning. There are not many firms that perform all these services well and have built projects, not just created plans that sit on a shelf. The approach and project delivery will follow directions provided by the CRA, incorporating the goals set forth by internal and external stakeholders and the elected officials. Below is an overview of the approach the project team would use for the provided scope of service areas.



Deliverables

- ▶ Kickoff Meeting with CRA and City Staff
- ▶ CRA Board Interviews
- ▶ Stakeholder Interviews
- ▶ Two Public Meetings
- ▶ City Commission Meetings as necessary (additional meetings will be billed at hourly rates)

TASK 1: DATA COLLECTION AND BACKGROUND REVIEW

The background review will include the data and documents listed in the RFP, but will also include “drive-arounds,” both independently as well as with staff, to point out important conditions we need to consider in the update. Field conditions are very important in a CRA district. To drive or walk an area is the only way to understand what the opportunities and obstacles are. The On-Site Assessment will enable RMA to fully understand the city’s retail, real estate, and economic climate. An inventory of field conditions is collected for future use.



TASK 2: COMMUNITY OUTREACH AND STAKEHOLDER INVOLVEMENT

During meetings with the public and interviews with stakeholders and the CRA Board, goals will be established and priorities will emerge. RMA will gather community input and ensure all stakeholders have the opportunity to participate in the plan modification process including:

1. Work with the team to develop the timeline and approach for the memorandum and public information meetings with the CRA Executive Director and key staff to determine the appropriate process for consensus building of the redevelopment plan.
2. Set Kickoff Meeting with CRA and pertinent City staff.
3. Schedule and coordinate the two public meetings with community members.
4. Facilitate stakeholder interview sessions.
5. Coordinate individual meetings with the CRA Board members to get input and set City Commission meetings as necessary.



TASK 3: DEVELOP THE CRA PLAN

With a team that includes Ebenbach Consulting, a Florida-based firm specializing in sustainability and resilience planning, RMA will fold the visioning outcomes of the public engagement process into a robust plan that includes streetscape guidelines, recommended business incentive programs, and an implementation matrix for the plan's goals and objectives. The end product will be a living document, and inspire with high-level vision while being actionable and tailored to Holly Hill. Although not identified as specific tasks the plan will evaluate the planning and development issues unique to Holly Hill. In addition, we will also look at the markets in Holly Hill and recommend strategic responses to those conditions. We will also perform a Financial Analysis to ensure the CRA is able to finance their desired projects. We believe these topics are vital information for the formation of the Plan.

Land Use and Zoning

The CRA Redevelopment Plan Update will require a full understanding of various planning issues unique to Holly Hill. The Update process will include careful review of the City's Comprehensive Plan, Zoning Code, existing and future land use plans, relevant transportation studies, current permitting processes and rules, and the existing conditions of City infrastructure. Based on this analysis and on the community priorities identified in the planned public meetings, our team will pinpoint the most critical barriers to redevelopment as well as the best opportunities to overcome them. The final Plan will highlight actions to optimize infrastructure investment, regulatory frameworks and other planning interventions in favor of Holly Hill's desired future. Karla Ebenbach, AICP and LEED Green Associate, will lead this task based on her extensive experience with urban planning and as a sustainability policymaking specialist.

Financial Analysis

RMA has been at the forefront of drafting cutting-edge financial approaches to redevelopment, resulting in major economic impact to our client cities. We draft 5-year Strategic Finance Implementation Plans that enable our CRA Clients to focus on key redevelopment initiatives over an extended period of time. TIF projections are always included in those plans. After the fiscal analysis and TIF projections are complete, RMA will create a 5- to 7-year Strategic Finance Plan, including sources of revenue and targeted expenditures. This part of the CRA Plan will leverage the TIF to its full capacity.

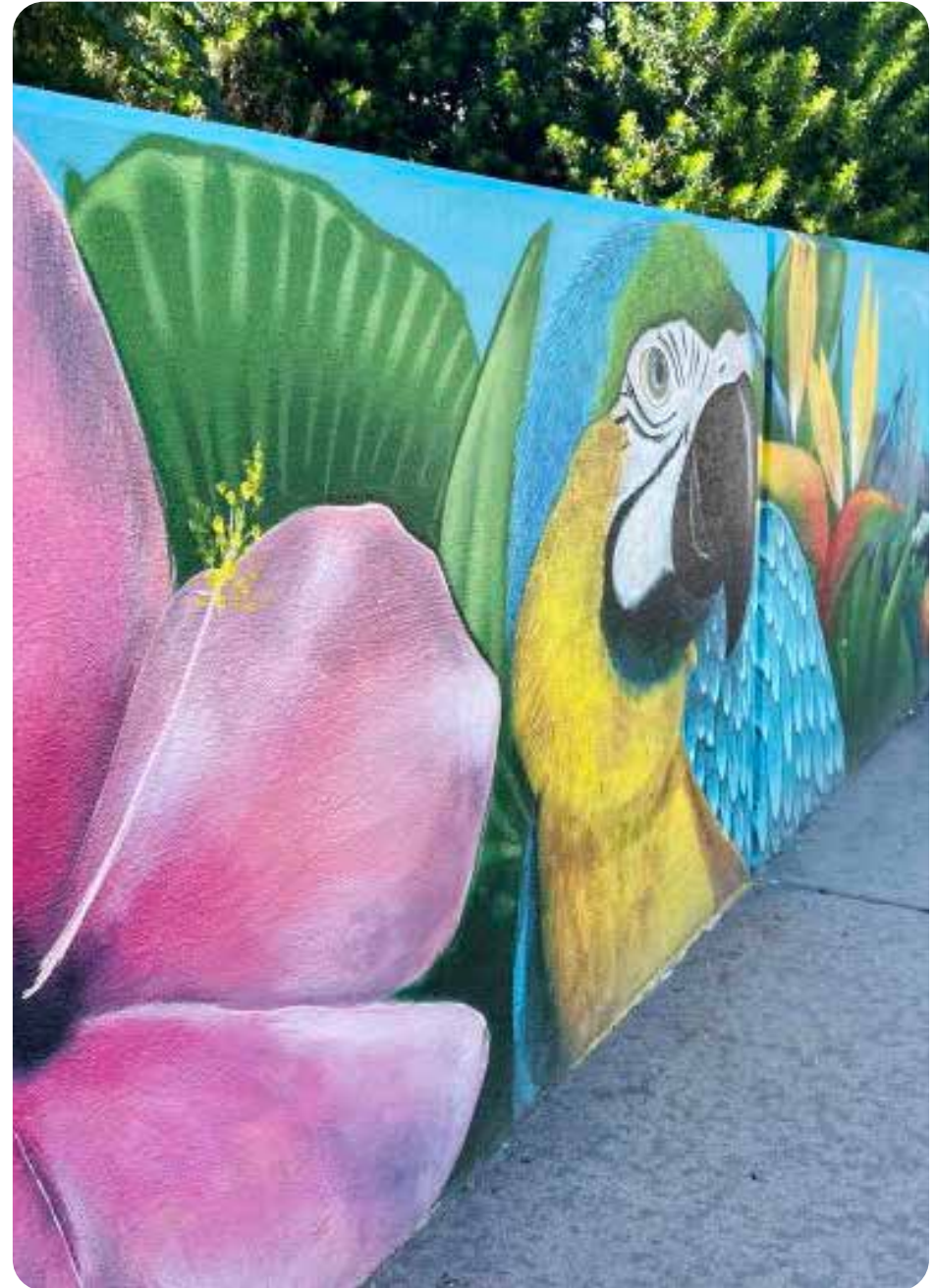


Photo credit: daytonabeach.com

Economic Development, Market And Real Estate Analysis

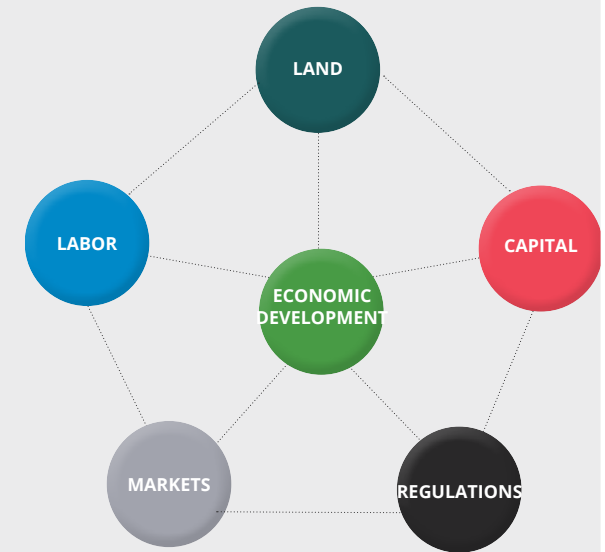
The Market Analysis process provides valuable context for your planning efforts and improves investment decision-making. This section of the Plan provides data on existing demographics, economic, real estate and physical conditions to identify current and potential economic engines and formulate a platform for the Plan. We will identify the projects and programs that will have the highest degree of economic impact to the CRA and City.

We will analyze the five economic drivers:

1. **Land** – RMA will discover market opportunities and constraints to pinpoint strategic areas where the CRA can influence development. Our analysis entails historical and current land acquisition plans and trending market conditions to ensure land within the CRA is a driving force behind redevelopment. We'll look for P3 opportunities and define our public sector role to attract development.
2. **Labor** – The country is experiencing a significant swing in the labor market following COVID-19. Our intention is to reveal what that means to Lauderdale Lakes.
3. **Capital** – Critical to an effective Redevelopment Plan is understanding the local financing environment, credit conditions, and the CRA's capacity for incentives. RMA is a leader in crafting targeted CRA incentives programs with impressive results.
4. **Markets** – The relationship between market demand and market supply will uncover opportunities for new investments, the type of investments highly sought, and the infrastructure capacity to realize those investments.
5. **Regulation** – Investors of any sort scrutinize a City's regulations early in their evaluation. Thus, in order to reach a City's vision, it is important that the regulations reflect consistent elements that create a better, safer, and more pleasant public realm. Lauderdale Lakes will prove a lucrative destination for all community investors.

RMA utilizes industry-recognized analytical tools, as well as a number of proprietary methodologies to evaluate economic conditions and markets. Research tools include Loopnet and CoStar and the local tax roll for real estate research. US Census, Bureau of Labor Statistics, Florida Department of Revenue, ESRI, Nielsen/Claritas, Dun and Bradstreet and Moody's for consumer, demographic, and business information; ImPlan for economic modeling, and ArcGIS for mapping and imagery may be utilized.

The review of demographic and lifestyle data, along with real estate information, housing conditions, labor market, business types, spending potential and other economic data points will enable the team to develop potential build-out scenarios that the market can support, including demand analysis for residential and commercial development that will inform the recommendations the team will make.



Draft and Final CRA Plan

RMA has written many CRA plans and CRA updates, but more importantly, we have spent decades implementing the plans. **Our attention is always on Implementation and making sure our plans are realistic and feasible, but aggressively target real estate opportunities with a focus on economic impact.** Based on the results from the community meetings, staff meetings, stakeholders and agencies, RMA will prepare a draft of the Redevelopment Plan. The analysis of existing conditions for Land Use & Zoning and Economic Development, Market, and Real Estate along with the topics noted in Scope of Services will also be included along with seeking an extension of the Plan. Once the CRA Plan is developed, RMA will present the plan to the CRA Board and the City Commission. Any comments received by these bodies will be incorporated into the final CRA Plan.



Deliverables:

- ▶ Bi-weekly virtual meetings with staff to coordinate as the project progresses
- ▶ Monthly reports outlining significant meetings, discussions, actions and results
- ▶ Presentation of the Plan Draft to the CRA Board and City Commission
- ▶ One original and 6 copies of the final Plan with all maps, guidelines, etc. and 1 electronic version
- ▶ Electronic version of final documents in a compressed or web view as well as a printer-ready version



REINVENTING YOUR CITY

PROPOSED CONTRACT between

City of Holly Hill Community Redevelopment Agency ("Client")
1065 Ridgewood Ave
Holly Hill, FL 32117

and

Redevelopment Management Associates, LLC (RMA) ("Consultant")
C/O Chris Brown, Principal
2302 East Atlantic Boulevard
Pompano Beach, FL 33062
P: 954.695.0754
E: chris@rma.us.com

1. Scope of Services

2. CRA Plan Update and Extension
 - 2.1. In compliance with F.S.S. Chapter 163, Part III requirements, ensure the CRA Plan Update includes recommended strategies for implementation for the extension period.
 - 2.2. Review of the CRA's Interlocal Agreement with Volusia County and recommended terms for extension to be included in the CRA Plan Update.
 - 2.3. Draft the appropriate language in the CRA Plan Update to extend the term.
 - 2.4. Provide CRA Plan Update draft for staff review.
 - 2.5. Provide a maximum of two sets of revisions to the Draft CRA Plan Updated based on the staff review.
 - 2.6. Prepare final CRA Plan Update based on feedback from the CRA Board and City Commission.
 - 2.7. Provide the following:
 - One original and 6 copies of the final Plan with all maps, guidelines, etc. and 1 electronic version
 - Electronic version of final documents in a compressed or web view as well as a printer-ready version

NOTE: CRA staff to review Draft Plan and provide written comments to Consultant.

3. Meetings and Project Management



REINVENTING YOUR CITY

- 3.1. Hold a Kickoff Meeting with CRA and City Staff.
- 3.2. Oversee stakeholder session, maximum of five (5).
- 3.3. Administer individual interviews with CRA Board members.
- 3.4. Conduct two public input meetings for the community. One shall be during daytime hours and one shall be in the evening.
- 3.5. Hold bi-weekly virtual meetings with staff to coordinate as the project progresses.
- 3.6. Provide monthly reports outlining significant meetings, discussions, actions and results.
- 3.7. Present the CRA Plan Update Draft to the CRA Board and City Commission.

NOTE: Any meeting(s) in excess of the two (2) meetings identified to the CRA Board and City Commission will be billed hourly. Notifications and advertising for public workshops and hearings are the responsibility of the Client.

2.0 Fees

Total Fee for Services per this Scope of Work not to exceed..... \$114,500

NOTE: Any additional services will be billed hourly per RMA's Rate Schedule.

3.0. Term

Upon execution of the contract, the completion of services is estimated to elapse nine (9) months. The schedule is dependent upon the responsiveness of staff, administration, agencies, and other parties involved. Rates shall be valid for one (1) year.

Approved by:

_____ City of Holly Hill Community Redevelopment Agency	_____ Print
_____ Redevelopment Management Associates (RMA) Principal	_____ Print

SECTION 2

REFERENCES

ST. CLOUD

Strategic 5-Year Financing & Implementation Plan

Agency
Community
Redevelopment Agency
St. Cloud, Florida

Performance Period
2021-2022

- Services Provided
- ▶ Five-Year Strategic Implementation Plan
 - ▶ Five-Year Strategic Finance Plan
 - ▶ Implementation Matrix

8.1.c

ISSUE

The St. Cloud Community Redevelopment Agency (CRA) had recent success with the completion of a new streetscape project, successful events that promoted economic development opportunities, and a fruitful property acquisition, but they felt they lacked focus and a clear plan to produce for meaningful redevelopment.

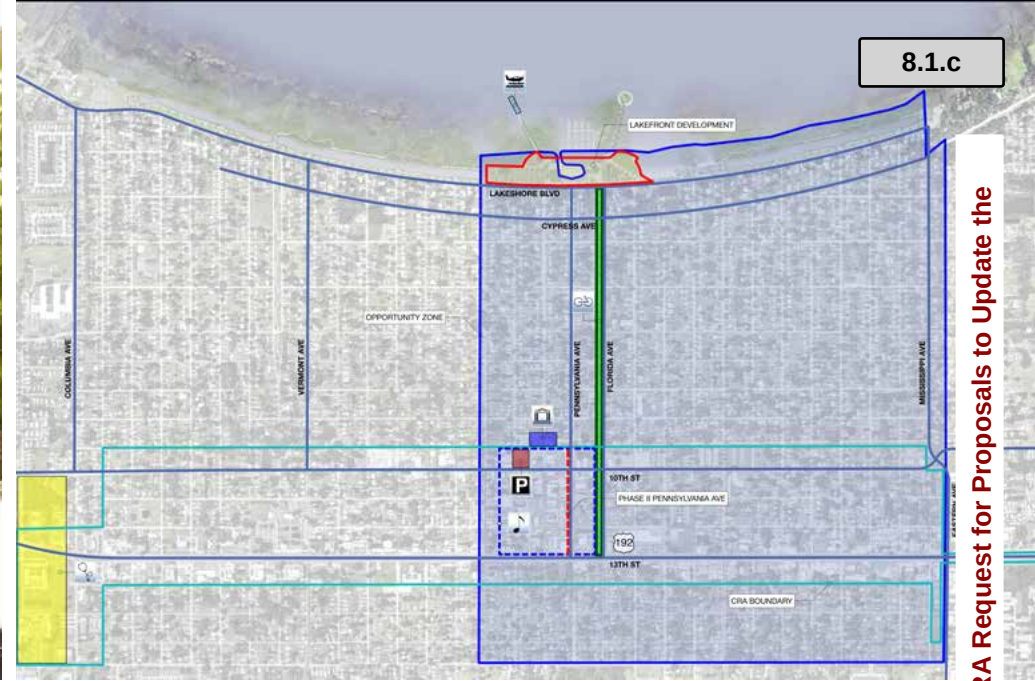
STRATEGY

The CRA engaged RMA to craft a realistic implementation plan to move forward. RMA provided a structured and proactive approach to guide redevelopment for the CRA based on the CRA's priorities and long-term vision. The goal was to produce a redevelopment implementation strategy that will attract private investment and increase the city's tax base. The Implementation Plan portion of the document outlines specific redevelopment projects and programs, and the Financing Plan provides the associated funding sources and uses. The Finance Plan also creates a transparent financial document that clearly demonstrates the investments the CRA intends to make year after year. The final step was creating a detailed matrix that provided a schedule for the targeted projects and programs to keep CRA staff on track.

OUTCOME

The CRA Board approved the Strateg 5-Year Financing & Implementation Plan an now have a roadmap to ignite meaningfi redevelopment. Since the Plan is divide into distinct redevelopment categories th provide a roadmap and investment pla that private sector investors, stakeholder business owners and residents ca support and participate in it can be quick implemented. Second, by defining th investment plan for the area, the CRA better positioned to market and promot the area, which leads to business attractio and redevelopment.

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the



8.1.c

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the



MIAMI BEACH

North Beach CRA Plan

Agency

Miami Beach Redevelopment Agency
(RDA)
Miami Beach, Florida

Performance Period

2020-2021

Services Provided

► CRA Plan

8.1.c

OVERVIEW

In December 2020, RMA joined Daedalus Advisory Services and Dover, Kohl & Partners to develop a CRA Plan for the new North Beach CRA district within the City of Miami Beach. Together, the team conducted a weeklong virtual charette to garner public input along with reviewing existing conditions and performing real estate, neighborhood, and beautification & infrastructure analyses in order to develop plan concepts, goals and implementation strategies, and a financial analysis for the new CRA Plan. The major initiatives of the North Beach CRA Plan were focused on economic development, climate resiliency, cultural arts, branding, marketing, neighborhood character, quality of life, and leveraging resources. North Beach had a strong local community invested in the CRA and various plans that had been developed over the years to address redevelopment in North Beach. Through a cohesive team approach, the North Beach CRA Plan was approved by Miami-Dade County in July 2021.

PROJECT DESCRIPTION

This project required extensive research, analysis, and community outreach including:

- Virtual Weeklong Charette
- Existing Conditions overview including demographics
- Real Estate Analysis
- Neighborhood Analysis
- Beautification & Infrastructure Analysis including Traffic, Multi-Modal Access, Parks & Green Spaces
- Plan Concepts
 - Administration & Governance
 - Economic Development Drivers
 - Land Use & Zoning
 - Neighborhood Projects & Impacts
 - Resilience & Infrastructure
 - Regional Collaboration & Intergovernmental Coordination
- Goals and Implementation Strategies
 - Economic Development
 - Climate Resiliency, Sustainability & Infrastructures,
 - Cultural Arts, Branding, Marketing & Communications
 - Neighborhood Character
 - Quality of Life
 - Leveraging Resources
- Financial Analysis including TIF Projections



8.1.c



NBCRA

North Beach
Community Redevelopment Agency
Redevelopment Plan
May 2021



Packet Pg. 207

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

SARASOTA

Newtown CRA Plan Update

Agency

Community
Redevelopment Agency
Sarasota, Florida

Performance Period

2019 – 2021

Services Provided

- ▶ CRA Plan Update
- ▶ Community and Stakeholder Engagement
- ▶ Graphic Design/Collateral Development
- ▶ TIF Projections
- ▶ Market Conditions Overview
- ▶ Finding of Necessity Analysis
- ▶ Capital Improvement Projects (CIP) Planment

8.1.c

ISSUE

In 2019, RMA was engaged to develop a CRA Plan update with public involvement from the Newtown community. The Newtown CRA district encompasses the second oldest African American community in Sarasota and RMA created a redevelopment plan with the purpose of identifying and initiating new programs and projects that will take the CRA district into a new redevelopment phase and ensure the preservation of the historic Newtown community. The major initiatives of the Newtown CRA Plan of 2021 were focused on economic development, including job training, job creation, branding of the historic community, building new housing to create more demand for retail, promoting the cultural arts, and more.

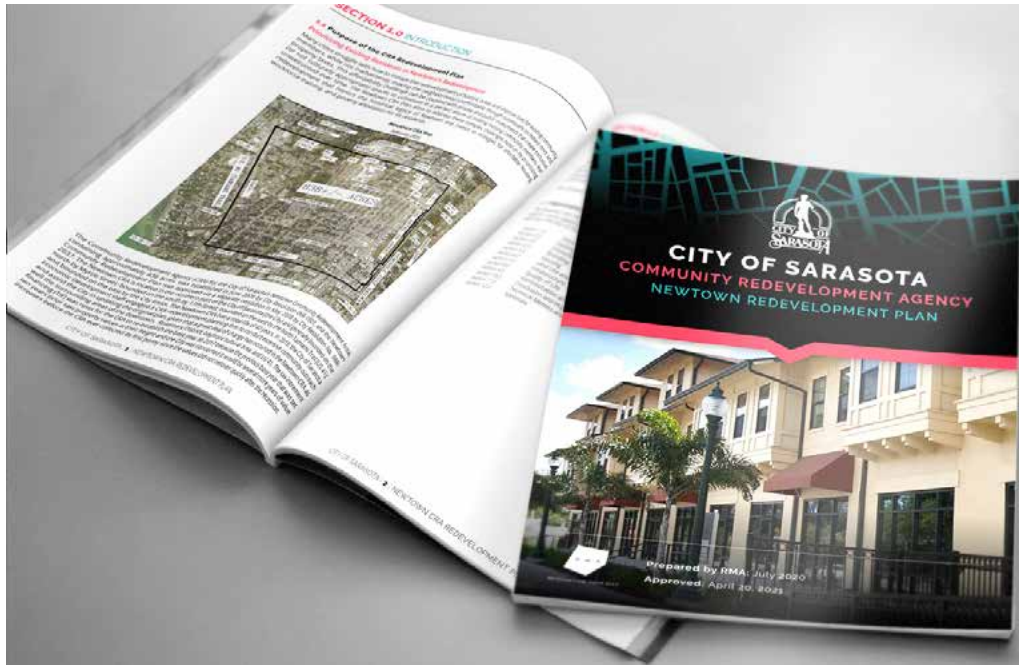
STRATEGY

This project required extensive research, analysis, and community outreach including:

- ▶ Community Meetings & Online Survey
- ▶ Press Release, Graphic Design & Marketing Collateral Development
- ▶ Demographics & Market Conditions Overview
- ▶ Neighborhood & Housing Analysis
- ▶ Transportation, Roadway & Infrastructure Analysis
- ▶ Parks & Cultural Facilities Analysis
- ▶ TIF Projections
- ▶ Environmental Sustainability Plan
- ▶ Capital Improvement Projects (CIP) Plan
- ▶ Gap Analysis (Concept Plan & Completed Projects)
- ▶ Finding of Necessity Analysis
- ▶ Plan Concepts & Implementation Strategies (Economic Development, Housing, Land Use & Zoning, Quality of Life, Administration & Governance, Infrastructure, Transportation & Connectivity, and Branding, Marketing, Tourism & Communications)

OUTCOME

The CRA was able to have a guiding document that reflected the changing market conditions and provided projects and programs that could be implemented in the short-term and long-term.



Public Outreach



Flyer



Direct Mailer



Social Media



MOUNT DORA

Mount Dora CRA Plan Update
& Extension of Sunset

Agency

Mount Dora Community
Redevelopment Agency (CRA)
Mount Dora, FL

Performance Period

May 2019 -November 2019

Services Provided

- ▶ Mount Dora CRA Plan Update and Extension
- ▶ Community Input
- ▶ Market Research & Analysis
- ▶ Strategic Planning

8.1.c

ISSUE

The Mount Dora Community Redevelopment Agency (CRA) had been created by the City in 1987 in response to a group of business owners looking to enhance the downtown. While the CRA had been responsible for a wide range of downtown improvements, the last CRA Plan had been developed just as the world was coming out of the last recession and needed to be updated to reflect the changing real estate and economic conditions. In April 2019, RMA was hired by the Mount Dora CRA to update the CRA Plan to reflect an agency extension of thirty years so the Mount Dora CRA can continue to improve the community and increase the commercial tax base from 2019 to 2049.

STRATEGY

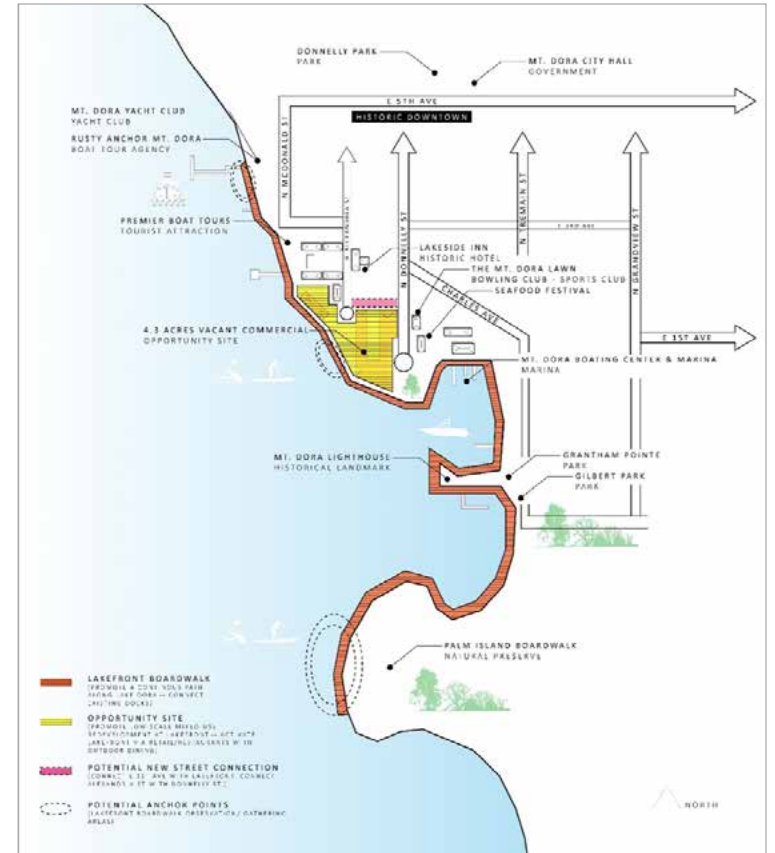
The RMA team of professionals took an economic development approach with a real estate-based foundation to develop the 2019 Mount Dora CRA Plan Update. RMA completed a market analysis of the CRA to develop recommendations based on the economic development drivers of land, labor, capital, market, and regulation. This analysis, along with community and stakeholder input, identified additional industry clusters and the uniqueness of the district that could be used to attract new investment. In addition to the market analysis and community input, RMA had a vast understanding of Mount Dora due to previous work done with the City, and the RMA team was able to effectively analyze the current market, determine business climate themes, resident needs, and direct staff in the most effective ways to increase redevelopment in the area.

In the Plan Update, areas such as public-private partnerships, connectivity within the CRA, waterfront development, and development in other commercial corridors besides downtown were highlighted. Stakeholder input was collected through community workshops and one-on-one meetings. To connect initiatives to realistic implementation, various funding sources such as public-private partnerships, grants, and government loans were identified as opportunities to assist with redevelopment.

OUTCOME

In November 2019, the Mount Dora CRA Plan Update and Extension was approved by the City Council with praise from several members regarding the quality of the plan. The redevelopment plan will serve as a road map and provide guidance for implementation of redevelopment strategies in the Mount Dora CRA area. In the plan, priority opportunities were identified based on the need in the community with clear direction and funding prospects identified for implementation. CRA staff can actively address the priority areas of Lake Dora Waterfront, Downtown Parking, Business Retention, Beautification, Public-Private Partnerships, Regional Connectivity, and Tourism to make the Mount Dora CRA even more successful, now and into the future.

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the



POMPANO BEACH

CRA Plan Update, CRA Management, and Strategic Finance Implementation Plan

Agency

Community Redevelopment Agency
Pompano Beach, Florida

Performance Period

2009 – 2018

Services Provided

- ▶ CRA Management
- ▶ Project Management
- ▶ Business Attraction
- ▶ Marketing
- ▶ Special Events
- ▶ Incentives
- ▶ Site Plan Review, Comprehensive Planning & Zoning Assistance
- ▶ CRA Plan Updates

8.1.c

THE CRA CONSISTS OF TWO SEPARATE REDEVELOPMENT DISTRICTS:

- ▶ The Northwest Pompano Beach Community Redevelopment Area (hereafter referred to as the “Northwest District” (approximately 3,084-acres)
- ▶ The East Pompano Beach Community Redevelopment Area (hereafter referred to as the “East District” (approximately 158-acres)

CRA Redevelopment Plans

RMA wrote the updates for each redevelopment area in 2011. The NW District extended its life for an additional 30 years. The East district was an update but did not extend the life of the District. The new CRA Plans were particularly important because, under new management, the CRAs required additional programs in order to create new initiatives, including land acquisition, building development, major road improvements, institution of a comprehensive marketing program, bond financing, and many other programs.

CRA Management & Administration

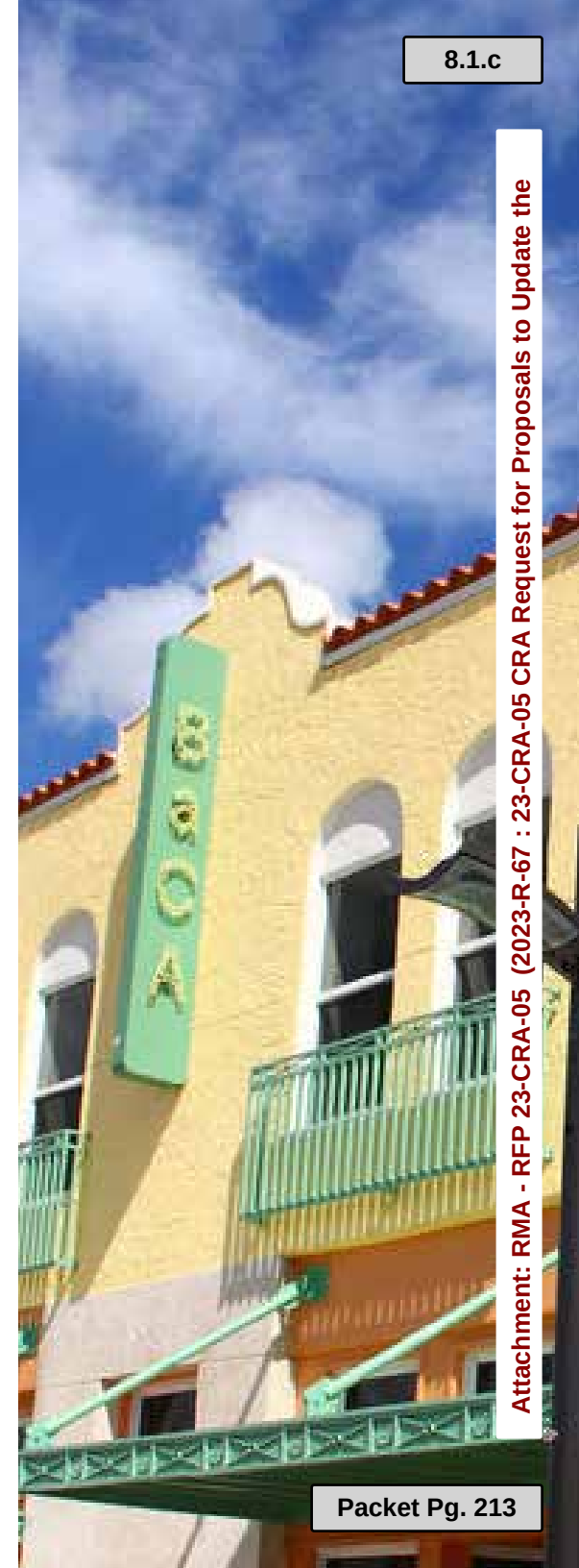
RMA, through its role managing the Pompano Beach CRA, paved the way for a “new” Pompano Beach. Celebrating the rich history and underlying feeling of the city, RMA set the course for redevelopment focused specifically on business attraction and economic growth through land development regulations and zoning code revisions, major streetscape improvements, cultural facility development, city-wide and district branding and marketing. Additionally, RMA completed negotiations for a \$20 million public private partnership on 6 acres of land at the Pompano Beach Pier. RMA continues to assist the city to implement retail recruitment strategies with the Pier Site developers and for existing vacancies throughout the targeted areas.

CRA District Financing and Implementation Plans

The Redevelopment Area Initiatives included in the CRA East District Financing and Implementation Plan are funded through tax increment generated from the current tax base and forecasted new construction as well as from other revenue sources. Redevelopment Area Initiatives funded through Tax Increment Revenue Allocations are subject to variances in the actual tax increment values (i.e. vis-a-vis the forecasted tax increment values set forth herein) as well as budgetary constraints (i.e. essential items such as debt service have legal priority in tax increment funding). In addition, Redevelopment Area Initiative funding sources may change based on market conditions and CRA priorities.

REDEVELOPMENT AREA INITIATIVES INCLUDED IN THE NW FINANCING & IMPLEMENTATION PLAN:

- ▶ **Ali Building** - Renovation of existing building at 353 MLK Blvd. and new construction of courtyard, outdoor stage and supplemental amenities.
- ▶ **Business Attraction and Development** - Tools to attract new businesses and retain existing businesses in the NW CRA District.
- ▶ **Business Loan Fund** - Loan program funding to foster new businesses in the NW CRA District.
- ▶ **Business Incubator** - Funding for operating expenses associated with the facility to promote job growth and business development in Downtown Pompano.
- ▶ **Collier City** - Streetscape projects and other improvements in the target area of Collier City.
- ▶ **Commercial Kitchen** - Renovation work associated with improvement of building located at 165 NE 1st Ave.
- ▶ **Community Garden** - Work associated with cultivation of vacant CRA parcel and operation for community garden.
- ▶ **Downtown Pompano Streetscape** - Streetscape improvements for areas along MLK Blvd and in Old Pompano.
- ▶ **Emergency Rehabilitation of Housing Stock** - Funding for efforts of housing rehabilitation in the NW CRA District that cannot be addressed by the Office of Housing and Urban Improvement.
- ▶ **Environmental Remediation** - Remediation measures that arise for CRA properties.
- ▶ **Eta Nu** - Funding for construction of new facility on CRA property in Downtown Pompano per Development Agreement.
- ▶ **Incentive Programs** - Six (6) incentive programs to address property renovations mostly in the target area of MLK Blvd and Old Town.
- ▶ **Marketing and Special Events** - Marketing efforts to promote the revitalized target area of Downtown Pompano and other business or community sectors of the NW CRA District.
- ▶ **Micro-enterprise Loan Program Administration** - Management services for loan program administration to foster new businesses in the NW CRA District.
- ▶ **Property Acquisition** - Acquisition of retail, commercial, residential and vacant properties within Downtown Pompano.
- ▶ **Community Policing Innovations** - Services to address patrol and safety measures for the Downtown Pompano target area.
- ▶ **Single Family** - Development of CRA properties for single family residences in the target area of the Ortinique subdivision.
- ▶ **Streetscape Improvements** - Streetscape improvement project for area around the Ali building.
- ▶ **370 N Flagler** - Site improvements for temporary parking area.
- ▶ **737 Hammondville Rd.** - Renovation work associated with the improvement of the building.



REDEVELOPMENT AREA INITIATIVES INCLUDED IN THE EAST FINANCING AND IMPLEMENTATION PLAN:

- ▶ **Street Improvements** - Additional amenities and fixtures to be installed in target areas of Atlantic Blvd. and Pompano Beach Blvd.
- ▶ **Business Attraction and Development** - Tools to attract new businesses and retain existing businesses in the East CRA District.
- ▶ **Incentive Programs** - Six (6) Incentive programs to address property renovations mostly in the target areas of Atlantic Blvd, US1, and A1A.
- ▶ **Marketing and Special Events** - Marketing efforts to promote the revitalized target areas (Beach, East Village, Pier Development, etc.).
- ▶ **Public Art Foundations** - Initiatives to assist in branding the East CRA District through foundation work for sculpture and other visual arts.
- ▶ **Streetscape Improvements** - Streetscape improvement project to be implemented in target area near Harbor Village or near the pier Streetscape Improvements lot.
- ▶ **Street and Pedestrian Lighting Improvements** - Additional street and pedestrian light fixtures to be installed in target areas of Atlantic Blvd. or Pompano Beach Blvd.
- ▶ **Target Block Redevelopment** - Infrastructure improvements for redevelopment of properties around McNab Park and the Chamber of Commerce.
- ▶ **Wayfinding Signage** - Signage to identify major destination points in the East CRA District (i.e. Great Lawn, Pier, Parking Garage, Pompano Fishing Village, etc.).



8.1.c

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

F. REFERENCES AND CLIENT LIST

1. ST. CLOUD-CRA STRATEGIC 5-YEAR FINANCING & IMPLEMENTATION PLAN AND IMPLEMENTATION

Contact: Antranette Forbes, Economic Development Director
 City of St. Cloud
 1300 9th St.
 St. Cloud, FL 34769
Telephone: 407.957.7234

2. SARASOTA-NEWTOWN CRA PLAN UPDATE

Contact: Wayne Applebee, Economic Development Manager Sarasota CRA
 1565 First St.
 Sarasota, FL 34236
Telephone: 941.263.6281

3. MOUNT DORA-MOUNT DORA CRA PLAN UPDATE & EXTENSION OF SUNSET AND NORTHEAST CRA PLAN UPDATE & EXTENSION OF SUNSET

Contact: Adam Sumner, CRA Administrator
 Mount Dora CRA
 510 N. Baker St.
 Mount Dora, FL 32757
Telephone: 352.735.7112 ext. 1705

4. POMPANO BEACH-CRA PLAN UPDATE, CRA MANAGEMENT & CRA CONSULTING

Contact: Greg Harrison, City Manager
 City of Pompano Beach
 100 West Atlantic Blvd.
 Pompano Beach, FL 33060
Telephone: 954.786.4601

SECTION 3

PROPOSED BUDGET

PROPOSED BUDGET

RMA is committed to providing professional, high- quality services and ensuring the best resources are assigned in a timely and cost-effective manner. We have the personnel and resources available to provide the Scope of Services as outlined in this proposal and don't foresee workload or availability issues that would impact our team's ability to complete the project. We will work with the City and CRA on refining any deliverables and associated fees if needed, and we are prepared to modify the schedule if requested. Any additional services or meetings will be billed at hourly rates per RMA's Rate Schedule.

PROPOSED FEE FOR THIS PROJECT:

TASKS:	FEE:
Review Existing CRA Plan and Background Data Collection_____	\$5,000.00
Existing Conditions Analysis _____	\$15,000.00
Kickoff Meeting, Interviews and Public Participation Meetings_____	\$25,000.00
Draft CRA Plan_____	\$50,000.00
Presentations to CRA Board and City Commission_____	\$7,000.00
Finalize CRA Plan_____	\$2,500.00
Project Management (including client progress meetings and monthly recap reports)_____	\$10,000.00
Total CRA Plan Update Fee (Not to Exceed): _____	\$114,500.00

RMA HOURLY RATE SCHEDULE

PROFESSIONAL SERVICE HOURLY RATE

ECONOMIC DEVELOPMENT

Economic Development Assistant	\$95.00
Economic Development Coordinator	\$135.00
Economic Development Manager	\$175.00
Economic Development Marketing Analyst	\$165.00
Director - Economic Development	\$205.00

REAL ESTATE

Real Estate Research Assistant	\$95.00
Sales Associate	\$110.00
Sr. Broker	\$195.00
Director - Real Estate	\$205.00

BUSINESS ATTRACTION & MARKETING

Graphic Designer	\$105.00
Creative Director	\$175.00
Director of Digital Solutions	\$175.00
Photographer/Videographer	\$175.00
Marketing Assistant	\$95.00
Marketing Coordinator	\$135.00
Marketing Manager	\$165.00
Sr. Marketing Manager	\$175.00
Tourism Specialist	\$185.00
Director - Business Attraction & Marketing	\$205.00
Marketing Services Blended Rate	\$159.00

PROJECT MANAGEMENT

Project Coordinator	\$120.00
Project Manager I	\$150.00
Project Manager II	\$170.00
Sr. Project Manager	\$195.00

GOVERNMENT MANAGEMENT & ADMIN

Administrative Assistant	\$90.00
CRA Clerk	\$90.00
Sr. Admin Assistant	\$115.00
Sr. Redevelopment Associate	\$205.00
Managing Director	\$215.00
Principal	\$325.00

PROFESSIONAL SERVICE HOURLY RATE

URBAN DESIGN & PLANNING

GIS/CAD Operator	\$125.00
Landscape Architect I	\$135.00
Landscape Architect II	\$150.00
Landscape Architect III	\$160.00
Sr. Landscape Architect	\$195.00
Planning Assistant	\$110.00
Planner I	\$125.00
Planner II	\$135.00
Sr. Planner	\$160.00
Urban Design Assistant	\$115.00
Urban Designer I	\$125.00
Urban Designer II	\$135.00
Sr. Urban Designer	\$160.00
Director-Urban Design & Planning	\$205.00

CONSTRUCTION

Construction Inspector	\$105.00
Construction Manager	\$155.00
Construction Director	\$205.00

ENGINEERING

Engineer	\$105.00
Engineer I	\$135.00
Engineer II	\$160.00
Sr. Engineer	\$205.00

RMA INTERNAL

Bookkeeper	\$100.00
Business Development Coordinator	\$100.00
Budget & Operations Analyst	\$125.00
Finance	\$170.00
Controller	\$180.00
Director of Administration	\$195.00
Director of Operations	\$205.00

HOLLY HILL CRA PLAN TIMELINE

			MONTH									
	SUBTASK	DESCRIPTION	1	2	3	4	5	6	7	8	9	10
TASK 1 - Review the Existing CRA Plan												
	Background Data Collection											
	1.1	Review all Relevant Plans, Studies and Relevant Data	■	■								
	1.2	On Site Assessment		■	■							
	1.3	Photo Inventory and Other Reviews		■	■							
	1.4	Prepare Site for Team Members	■	■								
TASK 2 - Community Outreach and Stakeholder Involvement												
	Meetings											
	2.1	Kick-Off Meeting with CRA & City Staff	■									
	2.2	Public Meeting 1		■								
	2.3	Stakeholder Sessions		■	■							
	2.4	CRA Board Interviews		■								
	2.5	Public Meeting 2		■	■							
	2.6	Bi-weekly Meetings with CRA Staff		■	■	■	■	■	■	■		
	2.7	CRA Board Meeting- Presentation of Draft								■		
	2.8	City Commission Meeting- Presentation of Draft								■		
TASK 3 - CRA Plan Development												
	Preparation of the Redevelopment Plan Modification											
	3.1	Data Review, Opportunities and Constraints	■	■								
	3.2	Early Brainstorming		■	■							
	3.3	Preliminary Plan and Strategy				■	■	■				
	Existing Conditions, Economic Development, Market and Real Estate Analysis											
	3.4	Review Existing Conditions, Economic Trends and Market Conditions		■	■							
	Financial Analysis											
	3.5	Spreadsheets and TIF Projections			■		■					
	3.6	Create CRA Financial Plan						■	■			
	Draft CRA Plan											
	3.7	Draft CRA Plan Including Support Documents and Strategy						■	■			
	Final CRA Plan											
	3.8	Make Revisions to CRA Plan Draft based on CRA Board & City Commission Comments									■	

Attachment: RMA - RFP 23-CRA-05 (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

ADDITIONAL DOCUMENTS 4

City Manager

E-VERIFY COMPLIANCE
Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitutes a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach.

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Consultant/Contractor Name and Address Redevelopment Management Associates, LLC

Signature _____

2302 E. Atlantic Blvd. ("RMA")
Pompano Beach, FL 33062

Name and Title Jim Prosemeister, Principal

City of
HOLLY HILL, FL

RFP #23-CRA-05

Professional Services for
New Community Redevelopment Plan Update
October 12, 2023





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October 12, 2023
 Attn: Michele Moore, Financial Director
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL 32117

Re: RFP #23-CRA-05 New Community Redevelopment Plan Update

Dear Members of the Selection Committee,

The redevelopment of Hollyland Park as a state-of-the-art pickleball complex serves as a shining example of how CRAs can transform communities. Now is the time to advance and leverage the success of this catalyst project, with a particular focus on the Pictona/Ridgewood Avenue and LPGA Corridors. This effort will include a comprehensive review and update of the 2007 Community Redevelopment Area Master Plan and work with Volusia County to extend the operational timeframe of the CRA out to 2036.

Inspire Placemaking Collective, Inc. (Inspire) was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which have been in operation for more than 20 years. With a team of ten planners that possess more than 200 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth, that is unique within today's marketplace. We specialize in CRA Planning and **have completed 11 redevelopment plan updates in the past five years.**

Our CRA experience includes preparing Finding of Necessity Studies, CRA establishment in Charter and Non-Charter Counties, detailed Tax Increment Fund projections, CRA operational term extensions, Community Redevelopment Plans/Updates, administration of the day-to-day operations of CRAs, and project specific implementation of CRA capital projects and programming.

Our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces. We think beyond project site boundaries and plan for the people and experiences of the larger place and community. **Inspire is committed to creating great places, safe streets, and thriving communities.**

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,
Inspire Placemaking Collective, Inc.

A handwritten signature in blue ink that reads "Laura Canary".

Laura Canary, CEcD, FRA_RA
 Project Manager
 Lcanary@inspireplacemaking.com

A handwritten signature in blue ink that appears to read "George Kramer".

George Kramer, AICP
 President/Authorized Representative
 Gkramer@inspireplacemaking.com

01

Qualifications

Statement of Qualifications



Inspire Placemaking Collective, Inc. (Inspire) is an interdisciplinary firm committed to creating great places, safe streets, and thriving communities. Inspire's culture recognizes that the interconnected relationship between planning, the built environment, infrastructure systems, private developments, and civic spaces makes great places.

The Inspire team has in-depth, diverse, and significant planning experience working with municipal and local governments, quasi-governmental entities, private sector clients, developers, community stakeholders, and neighborhood-based organizations. Our experience also includes serving as planning department directors or managers working directly for local government.

Our team's extensive CRA experience includes preparing Finding of Necessity Studies, CRA establishment in Charter and Non-Charter Counties, detailed Tax Increment Fund projections, CRA operational term extensions, Community Redevelopment Plans/Updates, and administration of the day-to-day operations of CRAs.

Embracing the values, concerns, and hopes of Holly Hill's diverse constituency and advancing the CRA's vision, each project will establish a shared understanding of the City's desired future. It will serve as the implementation tool by using a measured and deliberate approach to redevelopment and identifying community priorities, strategic opportunities, and economic partners to best execute the CRA's goals.

With the objective of growing existing businesses, attracting future investment opportunities, and improving the overall quality of life for residents of Holly Hill, our team will guide redevelopment efforts through the fulfillment of the CRA and offer a framework for the City to follow beyond the life of the CRA.

Recognizing the importance of public engagement, Inspire is able to incorporate a strong multi-lingual (including Spanish and Haitian Creole) community outreach approach to ensure that a broad sector of community members are included and valued during the process.

We have selected Laura Canary as the Project Manager and George Kramer as the Principal-in-Charge. Laura brings extensive experience in redevelopment planning and community engagement. The resumes of our entire team assigned to this project is provided along with an organizational chart.

Project Understanding

Inspire understands that Holly Hill wishes to review and prepare an update to the Community Redevelopment Area Master Plan incorporating a ten-year extension. We understand that the Community Redevelopment Area Master Plan was adopted in 2007 and that elements of the 2023/24 Plan update will focus on specific areas such as the Pictona/Ridgewood neighborhood and the LPGA corridors.

According to the 2007 Community Redevelopment Area Master Plan, "In 1996, the local government established the Holly Hill Community Redevelopment Area (also known as the CRA District). The CRA District consists of residential, commercial, and industrial properties generally located between the Florida East Coast (FEC) Railroad and US 1 (Ridgewood Avenue); Mason Avenue and portions of LPGA Boulevard."

The resulting updated Community Redevelopment Area Master Plan will encompass a master plan component that includes illustrations, renderings, computer simulations and graphics to articulate public amenities, enhancements, future development, and proposed incentives for the Holly Hill Community Redevelopment Area overall. This effort will involve a robust community engagement effort that will revolve around two community meetings, designed to facilitate community engagement and to craft the community inspired vision. This update will be done in strict accordance with the standards and requirements set forth in Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes. The updated Community Redevelopment Master Plan will be designed to be consistent with the Goals and Objectives of the City's adopted Comprehensive Plan and Land Development Regulations and Inspire will include recommendations in the Plan update to address any potential changes to the Land Development Regulations necessary to implement the Plan.

The following activities and tasks comprise Inspire's proposed approach for the update of the Holly Hill Community Redevelopment Plan. The Inspire team is committed to working with City/CRA staff to tailor the final scope in a manner that best serves the CRA and the City.



Scope of Services

Task 1: Kick-off & Data Collection

1.1: Kick-Off Meeting, Project Management, & Resource Assignments - Inspire staff and City/CRA representatives will convene for a kick-off meeting to introduce the team, review the requested services, identify key City and Consultant contacts and resources, and conduct a familiarization site tour of the CRA. Laura Canary, Inspire Project Manager, will coordinate closely with the Economic Development Manager/CRA Coordinator and/or other key City staff on the various aspects of the project including: refining the project schedule and performance milestones, identifying resources, reviewing public hearing/workshop options, identifying stakeholders, reviewing the project budget and scope in detail, and establishing a standing briefing schedule (weekly or bi-weekly) to provide the City and CRA timely project budget status and project completion updates. Inspire will provide monthly progress reports to the Economic Development Manager / CRA Coordinator outlining significant meetings, discussion, actions, and results throughout the Plan update process.

1.2: Site Tour - Inspire will perform an initial familiarization site tour with staff of the Holly Hill CRA to learn more about the special sites of interest, the CRA redevelopment conditions, the successful application of the CRA's redevelopment programs, and visually evaluate areas of the CRA for their redevelopment potential and/or development constraints. Subsequent visits will include staff briefings and status updates, stakeholder and focus group interviews, community participation workshops, and presentations to the Planning & Zoning Commission, Community Redevelopment Agency, and City Council.



Data sources will also be identified at the kick-off meeting with City and CRA staff. Potential resources may include, the CRA's establishing documents and previous Community Redevelopment Plans, the City's Comprehensive Plan, the City's Land Development Code, the City's Capital Improvement Plan, and other documents to be identified with the City and CRA staff. Ms. Canary and CRA staff will identify key resource contacts for use during the project's production.

Task 1 Deliverables:

- Kick-off Meeting & Site Tour
- Reoccurring Progress Meetings
- Monthly Progress Reports

Task 2: Public Involvement

2.1: Community Outreach & Public Involvement Tools - A robust public participation process is an integral component to gaining public trust and buy-in and developing a Community Redevelopment Plan Update that is representative of Holly Hill's vision and priorities. Utilizing multiple methods of public participation will greatly improve public understanding and input to the process which is critical to achieving community buy-in and enthusiasm. The Inspire team, in close coordination with the City and CRA staff, will develop a Public Involvement Plan that maximizes the opportunity for Holly Hill residents, neighbors, business owners, employers, and visitors to participate in the process.



Project Website - The Internet has become the primary place where citizens get their information. While Holly Hill has a great website of its own, creating a standalone site for the CRA Plan update process is a simple way to centralize information and a great way to collect information from those who visit the site. Inspire proposes to utilize Social Pinpoint®, an online community engagement platform, to provide a project website that will engage the community during the update of the Plan.

Community Redevelopment Plan Update

(Downtown) - St. Augustine, FL - Online Website:
<https://smeinc.mysocialpinpoint.com/st-augustine-crp-update>

Greater Lacoochee Community Plan - Pasco County, FL - Online Website:

https://smeinc.mysocialpinpoint.com/lacoochee_small_area_plan



Brooksville Community Redevelopment Plan Update

This website will provide a two-way communication platform, with the ability to download information and documents as well as solicit and retain public input virtually through state-of-the-art interactive maps and exhibits. This website will be critical in the public engagement process. The site is completely customizable to the City's needs and will be updated throughout the process to ensure the public is informed and has the opportunity to review and comment on concepts being discussed during the update process. The website will be updated weekly to notify residents of upcoming or past meetings, to host surveys and results, and to publicize completed work. It is an outreach tool which promotes transparency throughout the Plan Update process to citizens.

Social Media Campaign - To increase public awareness about the project, the Inspire team will provide CRA staff with a social media campaign template with all the tools, guidance, and expertise needed to develop and maintain a social media

campaign for the project across each of the City's preferred social media platforms. As part of this effort, Inspire will provide a recommended posting schedule, branded and formatted images designed for posting on social media, and assistance in drafting the messaging for each post.

Community Online Survey - To maximize the opportunities for community input during the CRA Plan update process, Inspire, in close coordination with the Holly Hill CRA Coordinator, will develop an online Community Survey instrument and questionnaire to solicit input from residents, business owners, employers, and visitors. Inspire will provide direct links to various community organizations for posting on their websites. Inspire will also directly e-mail the link to key stakeholders. Inspire has successfully utilized websites, on-line surveys and interactive GIS maps on numerous projects. The use of on-line engagement greatly enhances the opportunity for public input and also increases community awareness of the overall project.

SHARE YOUR INPUT BELOW!

 Engage with our Interactive Map Help us identify improvements and projects that you would like to see implemented within the Downtown North Development Area of Panama City. Please note: a link to the Panama City Community Redevelopment Area website is available at the bottom of this page. START 15 Oct 2021 END 13 Jan 2022 See Project Map	 Respond to our Quick Survey Community engagement is important to us. Please complete our quick survey and provide your feedback regarding the Community Redevelopment Area in the Downtown North Development Area of Panama City. START 15 Oct 2021 END 13 Jan 2022 Take the Survey	 *GAME* Prioritize CRA Budget In this game, the City of Panama City has chosen you to decide the priority projects for the Downtown North CRA over the next 20 years. However, you can only select three of the choices below. Where will you spend the money? Vote below! START 15 Oct 2021 END 13 Jan 2022 Let's Play!
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Kids Activity Sheet

Charting Course

What are your favorite things to do outside?

Where is a fun place you have visited?

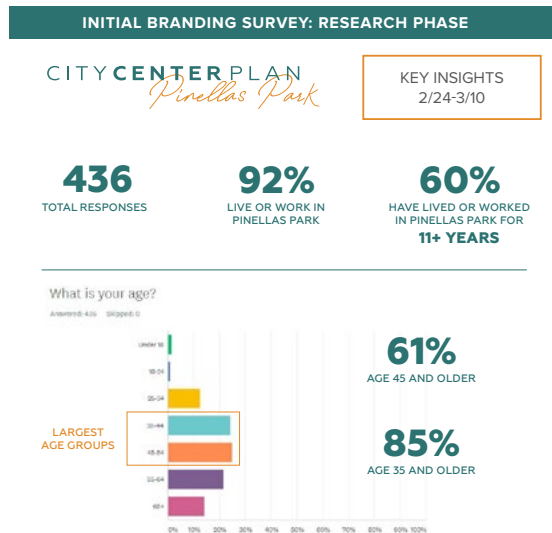
Draw or write some elements from this place you would like in your City.

Draw a map of your City. Show us any places that you like to visit.

[Stakeholder Interviews/Community Meetings](#) - Stakeholder interviews will be an integral component of the Holly Hill Community Redevelopment Plan update and are key to the development of community-driven programming and the identification of place-based economic development opportunities. Inspire will utilize the information collected at the kick-off meeting, including the stakeholder groups identified by the Economic Development Manager/CRA Coordinator, to schedule and conduct a series of one-on-one stakeholder interviews. The objective of these interviews is to identify shared community concerns, issues, and preferences.

“If stakeholders help write the Plan, there is a good chance that they will help underwrite its implementation.” - Anonymous

Inspire will coordinate with the Holly Hill CRA and City staff to discuss the most appropriate and effective way to conduct the two (2) Community meetings in keeping with the time parameters outlined in the City’s Scope of Work for this project.



2.2: Community Survey Results - The results of the online community survey will be summarized in a Technical Memorandum format (Technical Memorandum #3). The responses and information collected will be categorized by criteria of the survey instrument and will be able to sort respondents by their residence (zip code), employment, age, length of residency and whether or not they own or operate a business within or outside of the CRA. The information will be utilized in the development of redevelopment strategies and potential redevelopment programming for use in the Community Redevelopment Plan update.

Task 2 Deliverables:

- Public Involvement Plan
- Online Community Survey
- Project Branding, Project Website, and Social Media Ads
- Tech Memo: Survey Results Summary
- Up to six (6) Stakeholder Interviews

Task 3: Plan Assessment & Existing Conditions Analysis

3.1: Community Redevelopment Plan Assessment - The initial component of the Holly Hill CRA Plan update is a thorough review and understanding of the Goals and Objectives of the 2007 CRA Master Plan and an assessment of the Plan's accomplishments, efficacy and impacts upon the conditions identified in the Finding of Necessity Study. Inspire will also examine individual CRA projects and CRA programs to evaluate their impact upon the attainment of the Plan's stated Goals and Objectives. This assessment will be presented in a Technical Memorandum format that identifies full/partial achievements and shortcomings if Plan objectives were not fully realized along, with recommendations for goal and objective attainment to be utilized in the CRA Master Plan update. Inspire will also evaluate the 2007 CRA Master Plan for consistency with the current applicable Florida Statutes, Florida Administrative Code, and Attorney General (AG) determinations and include the findings in Technical Memorandum #1 along with recommended revisions (if necessary) to be placed in the updated CRA Master Plan.

3.2: Existing Conditions & Trends Analysis - A key component of the update to the Holly Hill Community Redevelopment Plan is a thorough understanding of the physical, social, economic and regulatory context that affects the City in general and the Community Redevelopment Area in particular. The City of Holly Hill is a unique and evolving community that is moving from looking at not only *"what is possible?"*, but actively asking *"what is next?"* for its community. These community specific characteristics, aspirations, and conditions will shape the update of the Community Redevelopment Plan. Inspire will conduct a thorough Existing Conditions and Trends analysis to understand the interrelated nature of these conditions and how they may be best addressed through the update of the CRA Plan.

OPPORTUNITIES & CONSTRAINTS

The ideas and perspectives provided by the public during the Community Outreach process and the assessment conducted during the Existing Conditions Analysis helped set the stage for drafting the Downtown Master Plan by clearly inventorying opportunities and constraints within the Study Area. These items are represented graphically in the map presented on this page and are strategically addressed within this Plan through a series of context-sensitive projects. These projects are discussed in the following section of this document and are further detailed in the Implementation Strategy.

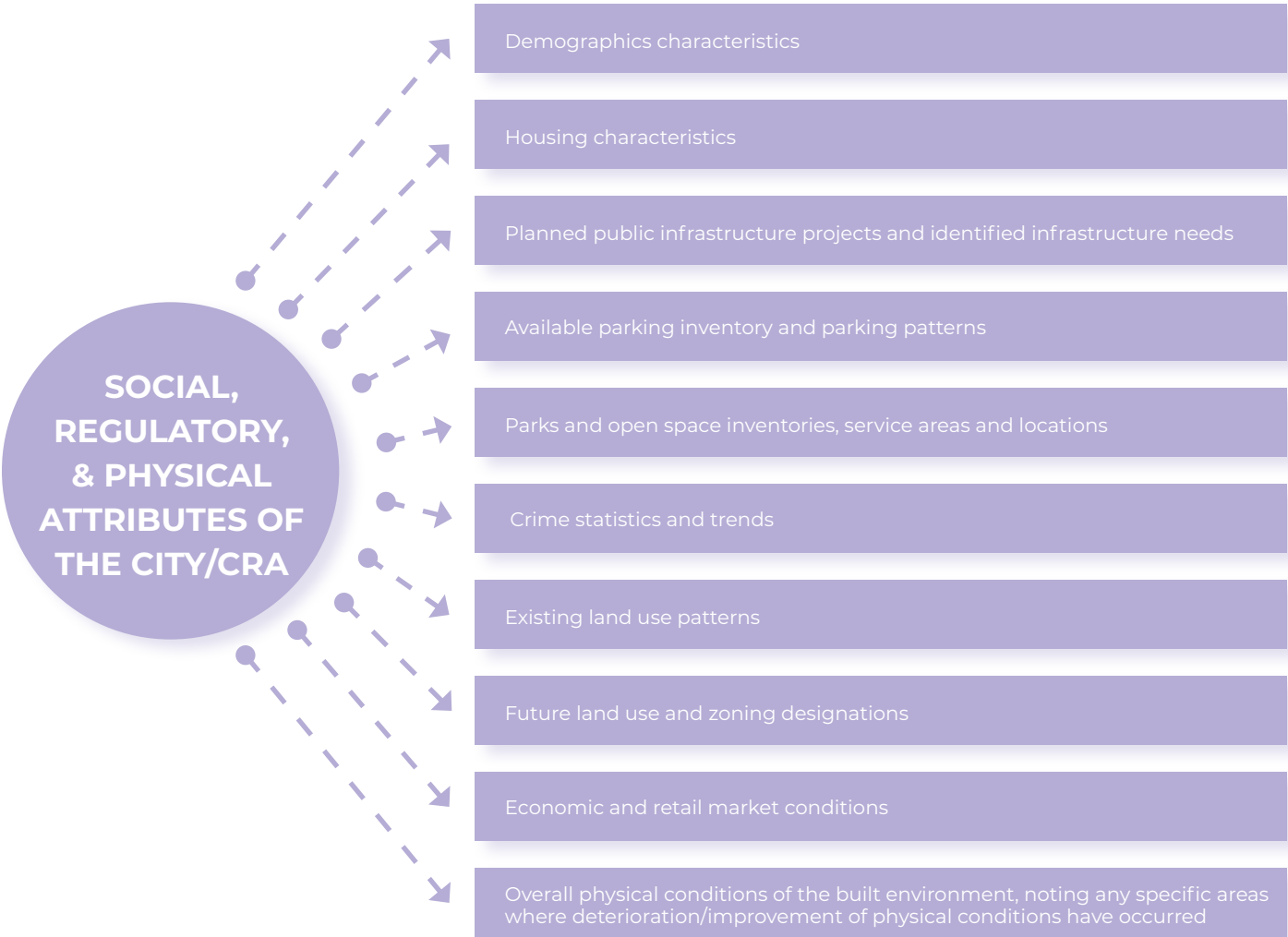
KEY

- Study Area (83.3 AC)
- Public Land (15.8 AC)
- Signalized Intersection
- Existing Public Parking (≈ 155 Spaces)
- Gateways
- "Main Street" Improvement
- 8' Multi-Use Trail under Construction
- Potential Multi-Use Trail/Pedestrian Connection
- Focus Area
- Existing Building
- Potential Restaurant/Retail Building
- Potential Pocket Park/Open Space
- Activity Barges
- Intersection Improvement
- Potential Street Closure
- Proposed Underground Utility
- Existing Monthly Food Truck Event Location
- Potential On-Street Parking
- Potential Sidewalk





The interdisciplinary nature of Inspire provides the Holly Hill CRA a unique advantage with regards to the analysis of the physical, social, economic and regulatory conditions affecting redevelopment within the CRA. Inspire staff includes redevelopment planners, urban designers, land use planners, historic preservation specialists, and place-based economic development specialists. This diverse interdisciplinary team can provide unique “deeper and more detailed” insights into the range of conditions that will be analyzed and provide the Holly Hill CRA with qualitative and quantitative data opinions and recommendations that addresses the wide range of interrelated conditions that affect redevelopment within the Holly Hill CRA. Inspire will evaluate the following social, regulatory, and physical attributes of the City and CRA area:



The evaluation of the social, regulatory, and physical environment provides only a partial picture of the existing conditions within and affecting the Holly Hill CRA. Economic trends, external, and regional market conditions along with local economic conditions and institutions will also be examined. Inspire will evaluate and review the following components of the economic environment affecting the Holly Hill CRA:

- Continuing and emerging economic trends - National, State, Regional and Local
- Economic Forecasts - National, State, Regional and Local
- Local market Stakeholder roles (Business Owners, Property Owners, Economic Development Organizations)
- Identification of local and regional economic drivers and employment generators
- Available land (for sale, for lease, publicly owned) within the CRA
- Property valuation and ownership within and adjacent to the CRA
- Retail Market opportunities.
- Employment characteristics
- Available labor (workforce skills),
- Market area demographics (population and income characteristics)
- Retail expenditures and leakage (ESRI BAO) • Local economic development service providers and agencies
- State, Regional and Local economic development programming and funding for development assistance or incentives
- Existing CRA grant programs
- Current, planned, or permitted development
- Recent sales activity and pricing
- Recent development activity
- Place-based economic development opportunities



The results of a comprehensive Existing Conditions Analysis, including the evaluation of social, regulatory, and physical environment and the evaluation of the economic environment affecting the Holly Hill CRA, will be summarized in a Technical Memorandum format (Technical Memorandum #2). The Technical Memorandum will identify challenges and opportunities that were identified during the analysis to provide the analytical underpinning for the development of strategies, goals and objectives during the update of the Community Redevelopment Plan.

Task 3 Deliverables:

- Tech Memo: Redevelopment Plan Assessment
- Tech Memo: Existing Conditions & Trends Analysis Summary

Task 4: Looking Forward-Developing & Refining the Vision for the CRA

The Inspire team will utilize the CRA Plan assessment information and insight of the local community and economy gathered in the completion of Task 1 to develop the CRA Vision that is reflective of the shared community vision, values, and objectives.

“If you don’t know where you are going, you’ll end up someplace else.” -Yogi Berra

The development of a clear, concise Vision for the Holly Hill CRA will provide guidance regarding the prioritization of redevelopment strategies, implementation of previously identified projects, identification of new projects, implementation of previously identified programming, and the creation of new specific programming for the updated CRA Plan. Inspire is adept at facilitating Community workshops and Community participation events to identify community visions, strategies for attainment, and specific goals and objectives to help implement the selected strategies. The following tasks and activities are proposed to develop the Holly Hill CRA Vision and outline a path towards the realization of that Vision.



4.1: Community Redevelopment Plan Open House - Inspire proposes to facilitate two (2) Community meetings to gather public input on projects and community priorities. The Community Meetings will be held within a central location of the community redevelopment district and scheduled in coordination with CRA/City staff and consistent with day/time parameters outlined in the City's Scope and to maximize the opportunity for public participation. The City shall be responsible for reserving the venue.

The specific activities to be carried out during the Community meetings will include:

**AN EDUCATIONAL
SESSION**

**HANDS-ON
VISIONING
EXERCISES**

**A PROJECT/
PROGRAMMING
PRIORITIZATION
EXERCISE**

4.2: Holly Hill CRA Vision Refinement and Priority Establishment - Utilizing the input and insights received at the Community meetings, the Inspire team will meet with the CRA Economic Development Manager/CRA Coordinator and CRA/City representatives to develop a concise Vision Statement that succinctly captures the essence of the Community Input received. At this meeting, the Inspire team and the Holly Hill CRA Economic Development Manager/CRA Coordinator will establish redevelopment goal statements and priorities that refine the aspirational visions for the Holly Hill CRA as identified by the Workshop participants and other sources of community input (i.e., surveys, interviews, focus groups, etc.).

Task 4 Deliverables:

- Two (2) Community Meetings
- Community Meeting Materials (Sign-in Sheets, Agenda, Presentation, Comment Forms etc.)
- Tech Memo: Community Meetings Number One (1) Summary
- Tech Memo: Community Meeting Number Two (2) Summary
- Tech Memo: Holly Hill Refined CRA Vision & Redevelopment Goals & Priorities Summary Memo



Task 5: Implementing the Vision - Strategic Framework & Goals, Objectives, & Policies

The Strategic Framework and associated Goals, Objectives, and Policies will serve as the guides to the development of specific redevelopment projects and programming to be used in the Holly Hill Community Redevelopment Plan update. This Strategic Framework and associated Goals, Objectives and Policies will incorporate applicable redevelopment strategies, projects and programming identified through the plan update process.

5.1: TIF Revenue Projections - Inspire, in close coordination with the CRA Economic Development Manager/CRA Coordinator, will develop Tax Increment Fund (TIF) Revenue projections throughout the planning horizon. The TIF revenue estimates will be based on the current applicable City and County millage rates and assume a collection rate of 95%. The TIF revenue estimates will be key factors in prioritizing proposed Goals, Objectives, and Policies, capital projects and programming for the updated Community Redevelopment Plan.

5.2: Development of Strategic Framework and Goals, Objectives and Policies - Inspire, working in close coordination with the CRA Economic Development Manager/CRA Coordinator, will draft a Strategic Framework and corresponding Goals, Objectives, and Policies to assist in the realization of the refined Community Vision developed for the Holly Hill CRA and the aspirational goals identified to achieve the refined Community Vision. At the direction of the Economic Development Manager/CRA Coordinator, Inspire may develop Goals, Objectives, and Policies that are described generally so as to provide the CRA flexibility and enable the undertaking of activities, projects, and programs that were not explicitly contemplated or identified during the Community Redevelopment Plan update process, but whose implementation would further advance the refined Community Vision for the Holly Hill CRA Community Redevelopment Plan Goals.

5.3: Five-year Community Redevelopment Agency Budget Worksheet - Inspire will prepare a five-year capital and operating budget for the Holly Hill Community Redevelopment Agency utilizing the strategic framework, GOPs and the TIF revenue projections. This budget will enable the Community Redevelopment Agency to evaluate potential projects and programming for inclusion in annual work plans and evaluate different budget impacts and funding sources associated with scheduling and prioritization.

5.4: Community Redevelopment Agency Briefing - Redevelopment Plan Update Status - Inspire will provide a status report of the activities and accomplishments regarding the Plan update to the Community Redevelopment Agency at a regularly scheduled CRA Board Meeting.

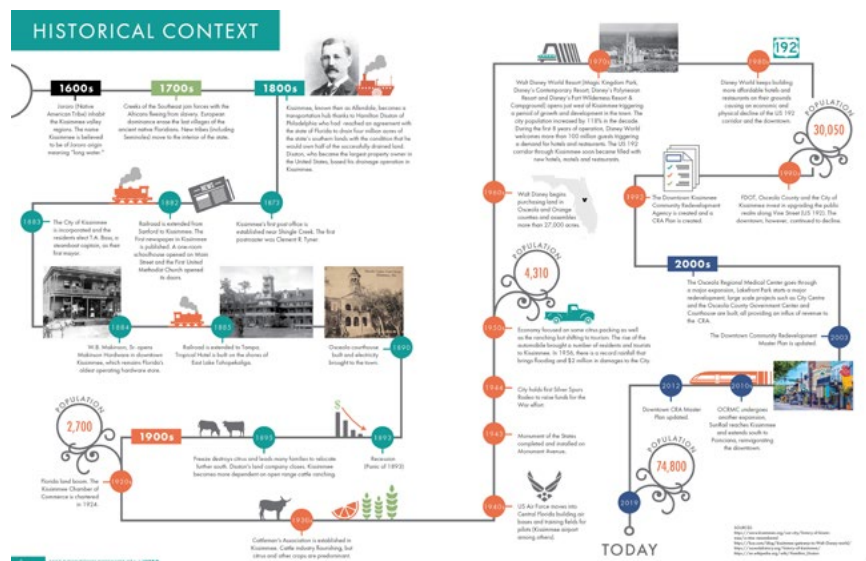
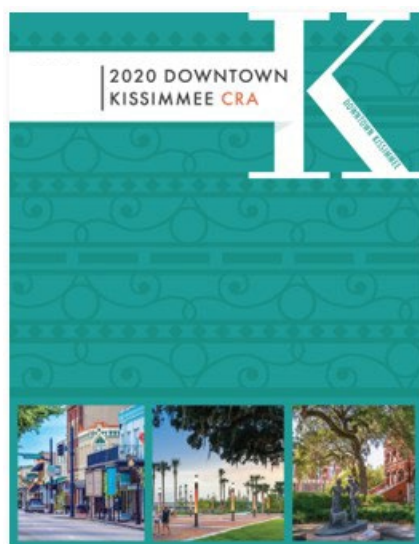
Task 5 Deliverables:

- TIF Revenue Projections
- Community Redevelopment Plan Strategic Framework & Goals, Objectives, & Policies
- Five-year Community Redevelopment Agency Budget Worksheet
- Community Redevelopment Agency Board Briefing

Task 6: Draft Community Redevelopment Plan Update (Document Compilation & Assembly)

Inspire will compile and assemble the various components of the Draft Holly Hill Community Redevelopment Master Plan update developed during Tasks 1 through 3. The draft Holly Hill Community Redevelopment Master Plan update will be provided to City and CRA staff, and other applicable governing entities and key community stakeholders as per the guidance of the Economic Development Manager/CRA Coordinator, for review and comment.

6.1: Plan Components - The Holly Hill Community Redevelopment Master Plan update will contain a robust set of graphics including an Existing Conditions (Community X-Rays) Map series, demographic and socio-economic info graphics and a Conceptual Master Plan detailing the Holly Hill CRA and the locations of built projects, projects under construction, planned improvements, special project locations, opportunity sites, interconnection to roadway networks and trail networks, parks, public spaces, and other key community features. Inspire will prepare the Holly Hill Community Redevelopment Master Plan update in strict accordance with the standards and requirements set forth in Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes. The specific contents of a Community Redevelopment Plan are outlined in Chapter 163.362 Florida Statutes.



Task 6 Deliverables:

- Draft Community Redevelopment Master Plan Update

Task 7: Notice to Taxing Authorities; Community Redevelopment Plan Adoption

7.1: Submit Draft Plan to LPA/Council - Inspire will present the draft update of the Holly Hill Community Redevelopment Master Plan to the Holly Hill Local Planning Agency (LPA), which will determine consistency with the City's Comprehensive Plan. Inspire will also present the draft update to Holly Hill City Commission for review and comments.

7.2: Inspire Revisions to draft Community Redevelopment Plan Update - Inspire will incorporate the comments and revisions provided by the LPA and the City Commission into a final community plan update for submittal and consideration for adoption by the Holly Hill CRA and Holly Hill City Commission.

7.3: Notice to Taxing Authorities; Community Redevelopment Plan Adoption - Inspire will assist City Staff with the following notifications and adoption activities:

Preparation of Notices to Taxing Authorities - Inspire will prepare the public notices to each of the participating taxing authorities, in accordance with Florida Statute requirements, to advise them of the upcoming public hearings where the adoption of Community Redevelopment Plan update will be considered.

Preparation of Enabling Resolution and Ordinance - Inspire will prepare the enabling Resolution and Ordinance for review and use by the City Attorney and submittal to the Community Redevelopment Agency Governing Board and City Council to affect the adoption of updated Community Redevelopment Plan.

Presentation Materials for Community Redevelopment Plan Adoption Hearings - Inspire will prepare and present a PowerPoint presentation of the Community Redevelopment Plan Update to the Holly Hill Community Redevelopment Agency Governing Board and City Commission for the adoption of the Community Redevelopment Plan Update.

7.4: Preparation of Draft Ordinance for County Use - Inspire will prepare a draft Ordinance for review and use by the City Attorney and potential use by Pinellas County to approve the expansion of the CLRCRD.

7.5: Presentation Materials for CLR-CRD Plan Update Adoption Hearings - Inspire will prepare a PowerPoint presentation for use by Community Development staff for the presentation of the New Community Redevelopment Plan Update, the City of Holly Hill Commission.

Task 7 Deliverables:

- PowerPoint Presentation of Community Redevelopment Plan Update to CRA Board
- Submittal of Draft Community Redevelopment Plan Update to Local Planning Agency (at Direction of CRA Board)
- Preparation of Draft Notice to Taxing Authorities
- Preparation of Draft Resolution & Ordinance
- Draft Resolution & Ordinance for Volusia County's Use for Adoption of the Plan Update and Approval of the CRA's Operational Timeframe
- One (1) Original & Six (6) Copies of the Final Plan Update
- One (1) Original ADA Compliant PDF Electronic Version of the Final Plan Update



Timeline

The proposed services will be completed within **eight (8) months** from the issuance of a notice to proceed. The proposed schedule for the update of the Community Redevelopment Plan is as follows:

Months	1	2	3	4	5	6	7	8
Task 1: Kick-off & Data Collection								
Task 2: Public Involvement								
Task 3: Plan Assessment & Existing Conditions Analysis								
Task 4: Looking Forward - Developing & Refining the Vision								
Task 5: Implementing the Vision - Strategic Framework & Goals, Objectives, & Policies								
Task 6: Draft Community Redevelopment Plan Update (Document Compilation & Assembly)								
Task 7: Notice to Taxing Authorities; Community Redevelopment Plan Adoption								

Description of Overall Knowledge of Holly Hill, FL

Holly Hill, Florida, has a modest yet storied history that dates back to its incorporation in 1901. Originally settled by pioneers and farmers, this small city on Florida's eastern coast earned its name from the abundant holly trees in the area. In its early days, it thrived as an agricultural community. Over time, Holly Hill saw gradual growth, marked by the establishment of schools, churches, and local businesses. During World War II, like many other Florida towns, Holly Hill experienced a population boom due to the presence of military bases and defense industries in the region.

Today, Holly Hill remains a charming community with a mix of residential, commercial, and industrial areas. Its proximity to the beautiful beaches of Daytona Beach and Ormond Beach, along with its easy access to cultural and recreational amenities, make it an appealing place to live and visit, while its history adds to its unique character in the larger Deltona-Daytona Beach-Ormond Beach metropolitan area.

Based on a Delegation of Authority granted by Volusia County in 1992, the City of Holly Hill established the Holly Hill Community Redevelopment Area in 1996 and the most recent Master Plan update was completed in 2007.

The redevelopment of Hollyland Park into Pictonia, Holly Hill's Wimbledon of Pickleball, serves as one of the CRA's crowning achievements. Other recent CRA successes include the recruitment of fishing lure manufacturer Lobo Lures, the opening of a new restaurant named Maharaja and a revamped website.



Business Organization - Firm Profile

Committed to creating great places, safe streets, and thriving communities.

We are interdisciplinary. We are committed to extensive collaboration across disciplines; to develop bold ideas and cutting-edge designs without undermining function.

We seek partnerships. We seek clients that share our vision and values to build long-term relationships; these partnerships are required for transformative initiatives.

We are committed to excellence. What we do is impactful and important; we provide compelling ideas, creative designs and thorough documents.

We are Placemakers. Our team leads efforts from planning to design and through construction; the ultimate metric of our success is quality-built projects designed for people and experiences.

Inspire Placemaking Collective, Inc. (Inspire) is a newly formed company, comprised of an established planning and landscape architecture practice that has been in operation since 1999. Inspire was established in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions. This purchase provided a legal transition of personnel, projects, and portfolio to Inspire.

Inspire includes fourteen (14) planners with more than 200 years of collective experience. Our team has developed a practice focused on traditional planning, including Comprehensive Planning, Land Development Codes, Redevelopment, Economic Development, Historic Preservation, and Small Area Studies. **We are Specialists.**

57

Comprehensive
Planning Projects

49

Land Development
Code Projects

54

Community
Redevelopment
Agency Clients

8

Active Development
Review Clients

Comprehensive Plan and Land Development Code projects include assessments, amendments, and full re-writes.

Our approach to planning is based on intense public participation and visioning coupled with analysis of the latest economic and demographic data. Our plans are user-friendly, with concise writing and clear graphics illustrating concepts that provide predictability for the local government, the development community, and the general public.

Our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces. We think beyond project site boundaries and design for the people and experiences of the larger place and community.

Firm Structure

Firm's Legal Name/Type of Ownership:

Inspire Placemaking Collective, Inc. | Corporation

Company History, Length of Existence, & Business Structure:

Inspire is a newly formed company, comprised of an established planning and landscape architecture practice that has been in operation since 1999. Inspire was established in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions. This purchase provided a legal transition of personnel, projects, and portfolio to Inspire. Inspire offers a robust planning team with more than 200 years of collective experience. The skills and experience of our team is both broad and deep, providing our clients access to a traditional city planning practice that is unique in today's marketplace.

Name/Business Address of Company Owners:

4767 New Broad Street, Orlando, FL 32814

- George Kramer, AICP - President (Authorized Representative)

- Patricia Tyjeksi, AICP - Principal

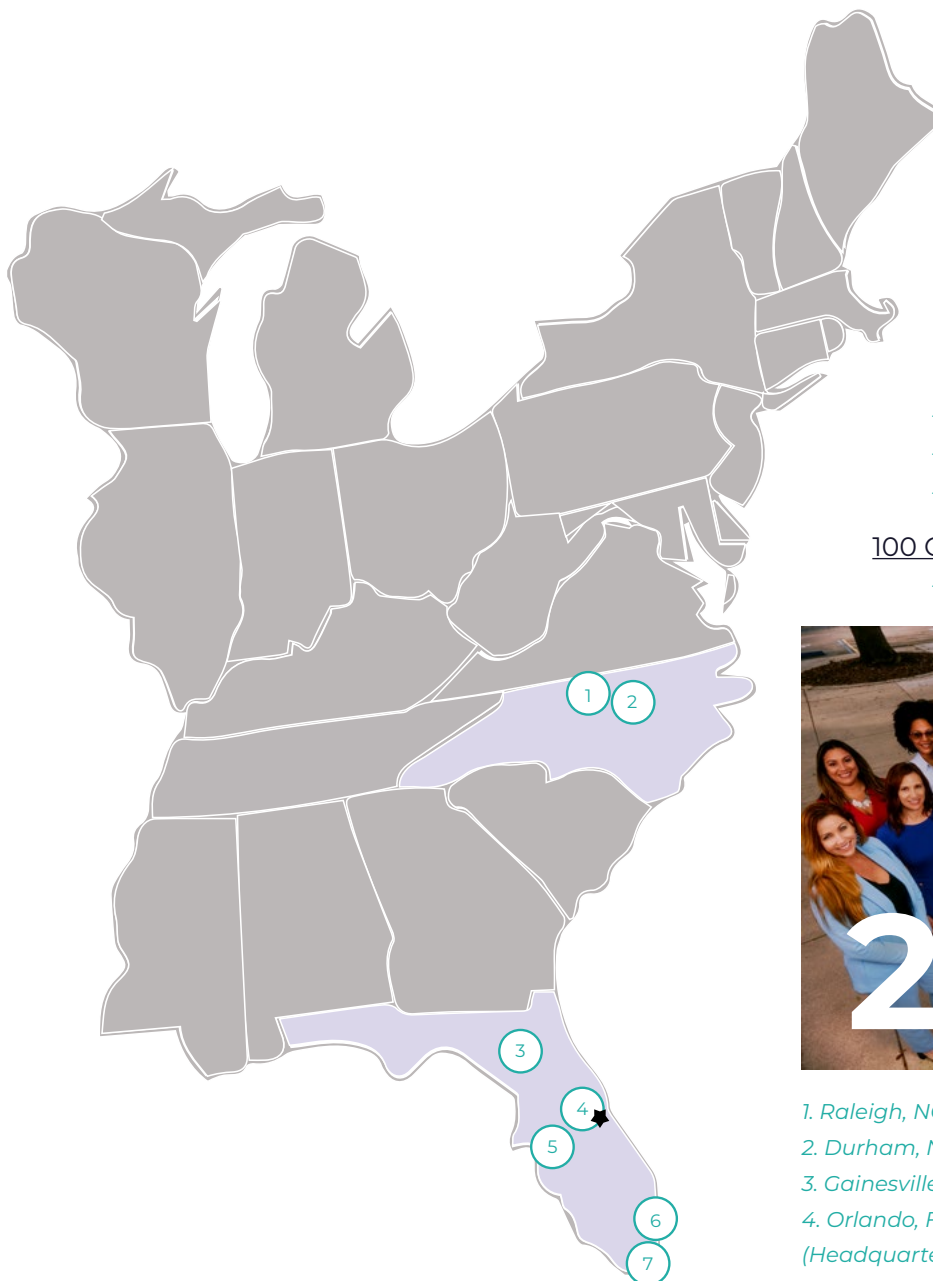
- Chris Dougherty, AICP - Principal

- Eric Raasch, AICP - Principal

- Em Schaefer - Principal

100 Core Street, Durham, NC 27703

- Sarah Sinatra Gould, AICP, CZO - Principal



23 Full-Time Employees
Across 2 States

1. Raleigh, NC Office

2. Durham, NC Office

3. Gainesville, FL Office

4. Orlando, FL Office

(Headquarters) ★

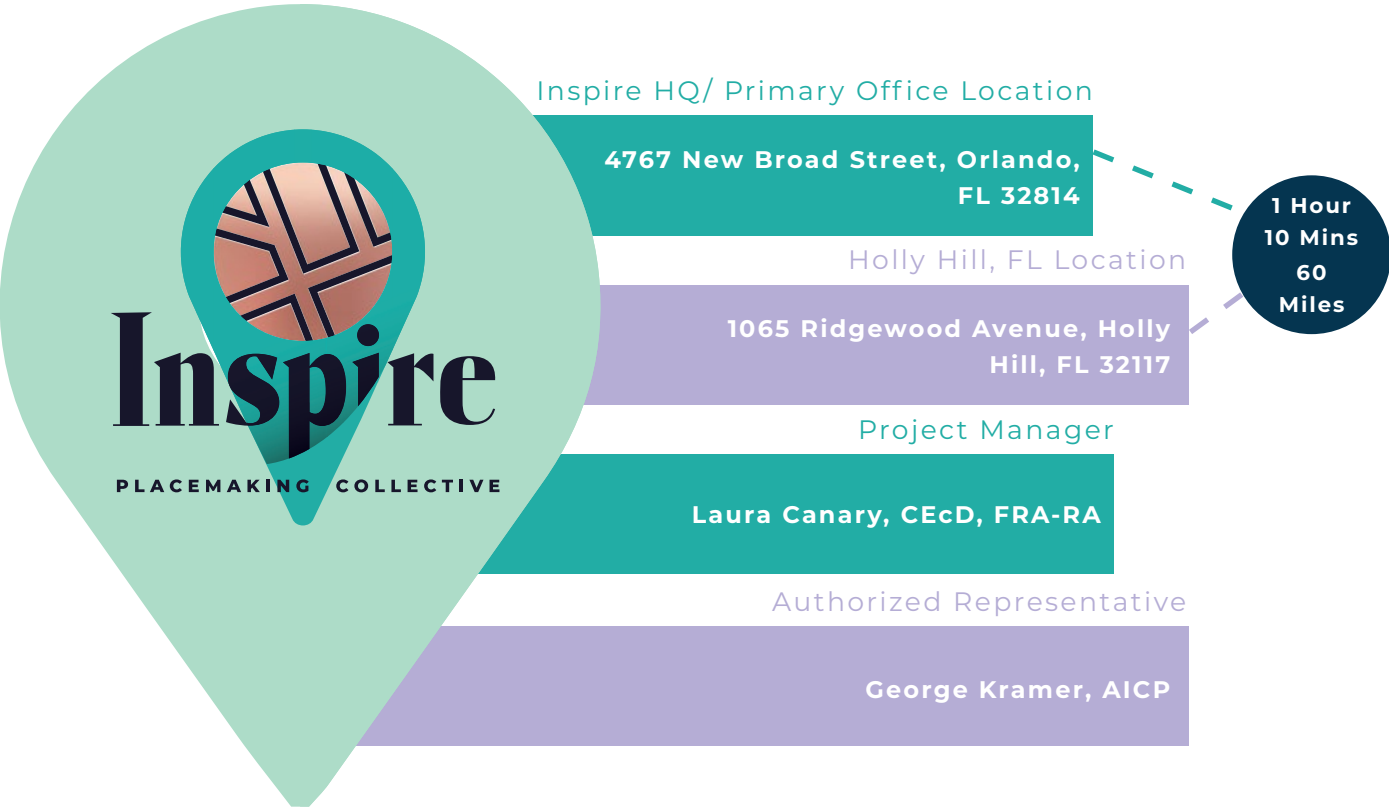
5. Tampa, FL Office

6. Fort Lauderdale, FL Office

7. Miami, FL Office



Location of Offices that will Manage this Project



Organizational Chart



Laura Canary, CECd, FRA-RA
Project Manager

George Kramer, AICP
Principal-in-Charge



Erik Bredfeldt, PhD, AICP
Director of Economic Development/Senior Reviewer



REDEVELOPMENT/ECONOMIC DEVELOPMENT PLANNING



Patricia Tyjeski, AICP
Principal Planner



Chris Dougherty, AICP
Principal Planner/GIS Lead



Sarah Sinatra Gould, AICP
Principal Planner



Eric Raasch, AICP
Principal Planner



Katie Martin, AICP
Planner/GIS Specialist



Robbie Addington
Planner



Erin Anderson
Planner

COMMUNITY ENGAGEMENT



Nick Hill, AICP
Planner/Community Outreach Specialist



Gabriela Castro, AICP
Planner/Community Outreach Specialist

LANDSCAPE ARCHITECTURE/ URBAN DESIGN

Todd McCurdy, FASLA
Principal Landscape Architect



Hunter McKibben, PLA
Senior Landscape Architect



Kyle Peterson
Landscape Designer



Claudia Sicilia
3D Visualization Specialist



Leslie A. Del Monte, NCARB
Senior Urban Designer



Deandrea Moise, AICP
Urban Planner



GRAPHIC DESIGN

Em Schaefer
Creative Director



Rachael Schulman
Graphic Designer



Lainie Jones
Graphic Designer



Laura Canary

CEcD, FRA-RA

PROJECT MANAGER

-  20 Years of Experience
-  CEcD #2828; FRA-RA
-  Tampa, FL



PROFILE

Laura has extensive experience working in local government and has a profound understanding of the inner workings of public organizations. Much of her career has been dedicated to economic development/redevelopment. She has excellent communication and collaboration skills which enable her to effectively build consensus and effectuate change.

EDUCATION

- Master of Public Administration, University of South Florida, Tampa, FL, 2015
- Bachelor of Arts, University of South Florida, Tampa, FL, 2003

SKILLS

- Community Engagement
- Collecting, Synthesizing, and Presenting Public Information
- Economic Development/Redevelopment Planning

EXPERIENCE

Community Redevelopment Plan Update (Downtown)

Project Manager | St. Augustine, FL

Updating the Historic Area Community Redevelopment Plan and extending operational timeframe of the Agency.

- Completed a Findings of Necessity and provide a Blight Matrix
- Updating the Historic Area CRA Plan
- Facilitating the extension of the CRA operational timeframe

Community Redevelopment Plan Update

Project Manager | Pinellas Park, FL

An extension of the operational timeframe through coordination with a Charter County and developed a redevelopment strategy focused on the creation of a new City Center. *(Work done while employee of City of Pinellas Park)*

- Coordinated with Pinellas County administration to identify an appropriate expansion area of the CRA
- Oversaw the update to the Community Redevelopment Plan, expansion of the CRA boundary and extension of the operational timeframe of the CRA

Economic Development Existing Conditions Analysis

Project Manager | Weston, FL

Conducting an Economic Development-Existing Conditions and Retail Market Analysis to inform the City's future economic development strategy.

- Managing development of the assessment and industry snapshot
- Evaluating existing regulations, policies, and programs
- Preparing a target industry and market analysis for City and surrounding area

Laura Canary

CEcD, FRA-RA

EXPERIENCE CONTINUED

City Center Plan

Project Manager | Pinellas Park, FL

A community vision, master plan, and phased implementation strategy for the Park Station District; Centered on the creation of Davis Commons, a new signature public space. *(Work done while employee of City of Pinellas Park)*

- Directed development of the City Center Plan
- Worked with administration and elected officials and stakeholders to ensure the City Center Plan was a community driven plan

Visualization & Form-Based Regulation Services

Project Manager | Clearwater, FL

Multi-day design charrette with community and stakeholder involvement to visualize change along the MLK Jr. Avenue Corridor and provide recommendations to City staff on proposed code amendments and form-based regulations.

- Organized a familiarization tour and stakeholder interviews in preparation of the design charrette
- Hosted a multi-day design charrette with City staff, community/neighborhood groups, and developers to visualize change and develop a common understanding for potential commercial or mixed-use redevelopment projects along the Martin Luther King Jr. Avenue Corridor

Visualization & Form-Based Regulation Services

Project Manager | Oldsmar, FL

Visualization and form-based regulation services to envision change along the Tampa Road Corridor and provide recommendations to City staff on proposed code amendments and form-based regulations.

- Hosted a public workshop to introduce the two new land use categories and identify potential areas for applying the new land use categories
- Coordinated public engagement activities and presented visualization graphics depicting types of development/redevelopment projects that could potentially occur within the two new categories

Finding of Necessity (FON) Study

Project Manager | Lake Wales, FL

Finding of Necessity (FON) Study for potential expansion of the CRA boundary and Redevelopment Plan Update.

- Completed a Finding of Necessity (FON) Study and Blight Matrix
- Coordinated with City and County administration to identify an appropriate expansion of the CRA
- Worked with administration, elected officials, and stakeholders to update the Redevelopment Plan to reflect the modified CRA boundary and associated redevelopment strategies

Community Redevelopment Plan Update (Downtown North)

Project Manager | Panama City, FL

A Finding of Necessity Report to expand the CRA boundaries and updated plan to memorialize boundary changes.

George Kramer

AICP

PRINCIPAL-IN-CHARGE



22 Years of Experience

AICP #020533

Orlando, FL



PROFILE

Strategy and implementation are at the forefront of George's approach to planning. He possesses a keen understanding of technical, administrative, and political issues and specializes in the successful execution of complex projects. George is committed to an **interdisciplinary** approach to Placemaking that emphasizes collaboration across professional disciplines to deliver innovation and value to clients.

EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL, 2007
- Bachelor of Political Science, University of Florida, Gainesville, FL, 1999

SKILLS

- Strategic Master Planning
- Comprehensive Planning
- Land Use Entitlements
- Redevelopment Planning
- Complete Streets/Multi-Modal Transportation

EXPERIENCE

Community Redevelopment Plan Update

Principal-in-Charge | Pinellas Park, FL

An extension of the operational timeframe through coordination with a Charter County and developed a redevelopment strategy focused on the creation of a new City Center.

- Directed the redevelopment strategy/provided senior review

City Center Plan

Principal-in-Charge/Project Lead | Pinellas Park, FL

A community vision, master plan and phased implementation strategy for the Park Station District; Centered on the creation of Davis Commons, a new signature public space. Developed a strategy to reposition City-owned parcels into a new City Center.

- Created a strategic implementation phasing plan

Trail System Master Plan Update

Principal-in-Charge | Seminole County, FL

A plan for County-wide improvements; validated previously proposed trails, identified new routes, and documented a hierarchy of park typologies to improve connectivity to underserved cities and communities.

- Coordinated with Parks Director on strategic direction for the project
- Provided QA/QC review of final deliverables

Community Redevelopment Plan Update (Channel District)

Principal-in-Charge | Tampa, FL

A redevelopment strategy that includes increased open space to advance the transition of this former industrial area into a livable 21st century urban neighborhood/mixed-use district.

- Facilitated community workshops

George Kramer

AICP

EXPERIENCE CONTINUED

Complete King Street Master Plan

Principal-in-Charge/Project Lead | St. Augustine, FL

An integrated land use and transportation plan for this 1-mile corridor which serves as the primary gateway into the City.

- Facilitated multiple public workshops
- Led street section design efforts to advance a more walkable, “Best Mile Florida”

FDOT District 1 SR 78/Pine Island Road Corridor Vision and Action Plan

Principal-in-Charge | Cape Coral, FL

An integrated land use and transportation vision plan for a 9.2-mile segment of SR 78 passing through the City of Cape Coral.

- Senior reviewer of deliverables
- Coordinated public engagement efforts

Downtown Master Plan

Principal-in-Charge/Project Lead | Fort Pierce, FL

A community vision, master plan, and phased implementation strategy for revitalization that is centered on a re-imagined waterfront.

- Developed redevelopment strategy to create a new waterfront district in Downtown
- Facilitated public workshops and meetings during a 4-day design charrette

Princeton Master Plan (Packing District)

Principal-in-Charge/Project Lead | Orlando, FL

Developed the original master plan for the 84-acre redevelopment area in Orlando now known as the Packing District.

- Created urban plan and corresponding development program
- Created a plan to revise the existing street network
- Developed strategy and advanced partnerships for implementation

Citywide Mobility Planning

Principal-in-Charge/Project Lead | St. Augustine, FL

A multi-phase effort, spanning more than five years, to advance quantitative and qualitative analyses and develop a coordinated system of safe transportation options.

- Facilitated a fifteen-member mobility advisory task force
- Completed a framework plan, quantitative analyses, and a Complete Street Master Plan over multiple phases

Community Redevelopment Plan Update (St. Andrews)

Principal-in-Charge | Panama City, FL

A redevelopment strategy that included improved mobility and placemaking to enhance the district as a mixed-used waterfront destination.

Erik Bredfeldt

PhD, AICP

**DIRECTOR OF ECONOMIC
DEVELOPMENT/SENIOR
REVIEWER**



30 Years of Experience

AICP #011971

Gainesville, FL



PROFILE

Eric has 30 years of experience in administrative and project management, with a focus on community planning and economic development. Activities include those related to urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets.

EDUCATION

- Doctor of Philosophy in Urban & Regional Planning, University of Florida, Gainesville FL, 2009
- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL 1993
- Bachelor of Arts in Economics, Muhlenberg College, Allentown, PA, 1988

SKILLS

- Project Management
- Facilitative Approach
- Economic Development
- Business/Real Estate Development
- Urban Planning

EXPERIENCE

Comprehensive Plan & Land Development Code

Planning Director | Gainesville, FL

Served as Planning Director during last update/adoption of City Comprehensive Plan and various updated to Land Development Code.

- Worked with staff and various stakeholders on updates inclusive of Plan Board and City Commission on final adoption

Multiple Economic Development Projects/Butler Plaza/Plum Creek

Economic Development/Planning Director | Gainesville, FL

Served as Economic Development and Planning Director for City of Gainesville and facilitated numerous private development projects either from the project development/management or regulatory administration perspective.

- Worked with multiple private industry entities on developing tax base and increasing employment
- Worked with various land development entities on pursuing land entitlements and project approvals

Downtown Strategic Plan

Project Co-Lead | Gainesville, FL

City Project Co-Lead on GCRA/UF jointly funded Downtown Strategic Plan.

- Worked on developing the Downtown Strategic Plan and worked with multiple parties in the Plan development

Patricia Tyjeski

AICP

PRINCIPAL PLANNER



35 Years of Experience

AICP #069120

Orlando, FL



PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

EDUCATION

- Master of Regional Planning, Cornell University, Ithaca, NY, 1988
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia, 1985

SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement

EXPERIENCE

Community Redevelopment Plan Update (Downtown)

Principal-in-Charge | Kissimmee, FL

A Downtown redevelopment strategy that identified “catalyst sites” and targeted improvements for mobility and placemaking.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables
- Participated in community engagement opportunities

Community Redevelopment Plan Update

Principal-in-Charge | Fort Pierce, FL

A redevelopment strategy that focuses on neighborhood revitalization, mobility, and place-based economic development.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables
- Participated in community engagement opportunities

Community Redevelopment Plan Update

Principal-in-Charge | Sebring, FL

An extension of the operational timeframe and developed a place-based redevelopment strategy that leverages the history, character, and authenticity of the City's downtown.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables

Community Redevelopment Plan Update

Principal-in-Charge | Palatka, FL

A place-based redevelopment strategy that includes targeted infrastructure and mobility improvements to leverage the City's rich character and waterfront location.

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables

Chris Dougherty

AICP

**PRINCIPAL PLANNER/GIS
LEAD**



17 Years of Experience

AICP #026356

Orlando, FL



PROFILE

With experience in providing private and public sector planning services, Chris's career has been focused on helping clients create unique places. Chris has a passion for developing community-driven plans and excels at comprehensive planning, land development code writing, visioning/public engagement, parks and recreation planning, GIS, and entitlements.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2006
- Bachelor of Arts in Criminology, University of Florida, Gainesville, FL, 2001

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Parks and Recreation System Planning
- Public Engagement
- Visioning
- Land Use Entitlements
- Grant Writing

EXPERIENCE

Community Redevelopment Plan Update (Downtown)

Senior Planner | Kissimmee, FL

A Downtown redevelopment strategy that identified "catalyst sites" and targeted improvements for mobility and placemaking.

- Assisted with identifying key redevelopment strategies and programming for the Plan update
- Other responsibilities included developing a housing strategy for the Plan, updating GIS data, and assisting with the facilitation of a virtual public engagement

Community Redevelopment Plan Update

Project Planner | Lake Wales, FL

A place-based redevelopment strategy that leverages the City's historic downtown, natural amenities, and extensive cultural resources.

- Assisted with identifying key redevelopment strategies for the Plan
- Other responsibilities included updating GIS data and assisted with public engagement preparation

Curry Ford Vision Plan

Project Planner | Orlando, FL

Prepared a vision plan for the 2.5-mile Curry Ford Road corridor and surrounding neighborhoods. The resulting plan included recommended changes to roadway design, policy updates and code changes to direct future redevelopment in the area.

- Assisted with public engagement including presenting and facilitating public workshops
- Prepared GIS data and maps for land use analysis
- Assisted with the review and preparation of visioning strategies for the corridor

Sarah Sinatra Gould

AICP, CZO

PRINCIPAL-IN-CHARGE



18 Years of Experience

AICP #021553

Durham, NC



PROFILE

Sarah has served as a planning director for numerous jurisdictions throughout her career. She understands the need to actively engage the public through a variety of platforms to truly gauge a community's needs. Sarah's work products include innovative plans that result from community feedback and collaboration.

EDUCATION

- Master of Urban & Regional Planning, Florida Atlantic University, Fort Lauderdale, FL, 2003
- Bachelor of Arts, Political Science, Florida Atlantic University, Boca Raton, FL, 2001

SKILLS

- Land Development Codes
- Comprehensive Planning
- Public Involvement
- Corridor Analyses
- Development Review
- Sign Codes
- Supplemental Planning Support

EXPERIENCE

Comprehensive Plan Update

Project Manager | Trinity, NC

An update to the Comprehensive Plan with a focus on public engagement.

- Prepared a survey and fact-finding information housed on a project website
- Moderated a stakeholder meeting for steering committee input on the vision
- Branded the project *VisionTrinity*
- Structured an open house for public input

Comprehensive Plan & Downtown Master Plan

Project Manager | Weddington, NC

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Moderated stakeholder interviews
- Structured an open house and steering committee meetings for public input
- Collaborated on a proposed downtown master plan and potential design standards

Economic Development Existing Conditions Analysis

Principal Planner | Weston, FL

Conducting an Economic Development-Existing Conditions and Retail Market Analysis to inform the City's future economic development strategy.

- Evaluating existing regulations, policies, and programs
- Preparing a target industry and market analysis for City and surrounding area

Eric Raasch, Jr.

AICP

PRINCIPAL PLANNER



14 Years of Experience

AICP #026377

Orlando, FL



PROFILE

Eric is a professional planner with more than 14 years of experience. Having spent the last 12 years in the public sector, including the last 2 years as Orange County's Planning Administrator, he possesses extensive management/development review experience. Eric's experience also includes comprehensive planning, land development code writing, GIS analyses, and public engagement.

EDUCATION

- Master of Real Estate Development, University of Maryland, College Park, MD, 2008
- Bachelor of Science in Business Administration, Economics, University of Central Florida, Orlando, FL, 2005

SKILLS

- Comprehensive Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems
- Community Engagement

EXPERIENCE

Community Redevelopment Plan Update (Downtown)

Principal Planner | St. Augustine, FL | \$74,000 | 2022 - Ongoing

Updating the Historic Area Community Redevelopment Plan and extending operational timeframe of the Agency.

- Collaborated on policy development and strategy
- Oversaw scheduling and provided assistance on QA/QC of deliverables

Finding of Necessity (FON) Study and Community Redevelopment Plan Update (Downtown North)

Principal Planner | Panama City, FL | \$54,000 | 2021 - 2022

A Finding of Necessity Report to expand the CRA boundaries and updated plan to memorialize boundary changes.

- Provided Senior Review of the Finding of Necessity (FON) Study and Blight Matrix
- Oversaw scheduling and QA/QC of all deliverables

Finding of Necessity (FON) Study

Principal Planner | Lake Wales, FL

A Finding of Necessity (FON) Study for potential expansion of the CRA boundary and Redevelopment Plan Update.

- Provided Senior Review of the Finding of Necessity (FON) Study and Blight Matrix
- Oversaw scheduling and QA/QC of all deliverables

Finding of Necessity (FON) Study

Principal Planner | Mount Dora, FL

A Finding of Necessity (FON) Study for potential expansion of the CRA boundary.

- Provided Senior Review of the Finding of Necessity (FON) Study and Blight Matrix

Katie Martin

AICP

PLANNER/GIS SPECIALIST



3 Years of Experience

AICP #34287

Durham, NC



PROFILE

Katie is passionate about sustainability, resiliency, walkability, and community development. She thrives working with data and much of her work revolves around geospatial analysis, report creation, writing, and editing. Her experience with crafting comprehensive plans, adaptation action plans, and sustainability plans demonstrates her focus on the environmental well-being of communities.

EDUCATION

- Master of City & Regional Planning, Georgia Institute of Technology, Atlanta, GA, 2020
- Master of Science in Public Policy, Georgia Institute of Technology, Atlanta, GA 2020
- Bachelor of Science in Earth & Environmental Science, Mercer University, Macon, GA, 2012

SKILLS

- Community Engagement
- Geographic Information Systems (GIS)
- Data & Analysis
- Redevelopment Planning
- Resiliency & Adaptation Planning
- Adobe Creative Suite (InDesign, Illustrator)
- Writing & Editing

EXPERIENCE

Community Redevelopment Plan Update (Channel District)

Planner | Tampa, FL

A redevelopment strategy that includes increased open space to advance the transition of this former industrial areas into a livable 21st century urban neighborhood/mixed-use district.

- Led community engagement throughout the project process
- Developed strategic plan, community redevelopment plan, and final reports

Community Redevelopment Plan Update (Downtown North)

Planner | Panama City, FL

A Finding of Necessity Report to expand the CRA boundaries and updated plan to memorialize boundary changes.

- Performed geospatial analysis/created a map series using ArcGIS Pro
- Analyzed existing conditions and regulations within the Downtown North area

Community Redevelopment Plan Update (Downtown)

Planner | St. Augustine, FL

Updating the Historic Area Community Redevelopment Plan and extending operational timeframe of the Agency.

- Performed geospatial analysis using ArcGIS Pro
- Assisted with socioeconomic analysis, land use analysis, and report development

Comprehensive Plan Visioning

Planner | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Prepared the community engagement strategy for the

Robbie Addington

PLANNER



<2 Years of Experience

ESRI Suite, OGIS, SketchUp

Durham, NC



PROFILE

Robbie is passionate about land use, resiliency, code development, and long-range planning. He has experience in development review, community engagement, ordinance development, and presenting research to planning boards. His background in research and community outreach helps integrate the needs of residents with the planning vision of municipalities.

EDUCATION

- Master of City and Community Planning, Specialization – Land Use & Environmental Planning, University of North Carolina at Chapel Hill, Chapel Hill, NC, 2023
- Bachelor of Arts in Political Science, University of North Carolina at Chapel Hill, Chapel Hill, NC, 2018

SKILLS

- Global Information System (ESRI Suite & QGIS)
- SketchUp
- Land Use Planning
- Ordinance Development
- Urban Planning

EXPERIENCE

Comprehensive Plan & Downtown Master Plan

Planner | Weddington, NC

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth

- Hosted community engagement events and
- Developed plan updates and reports

Land Use Growth Plan

Planner | Cedar Hill, TN

An update to the Land Use Growth Plan and the associated maps.

- Created updated urban growth boundary, current land use, and future land use maps using GIS software
- Drafted goals, objectives, policies, and current conditions for the Land Use Growth Plan
- Collected and visualized land use and census data

Municipal Zoning & Development Ordinance (MZDO) Update

Planner | Hardeeville, SC

Updated the zoning code including uses, regulations, and design requirements with a focus on public engagement.

- Crafted new zoning code language consistent with the comprehensive plan
- Integrated new land uses, policies, definitions, and development standards for the ordinance
- Ensured that all adopted ordinances and amendments by town council were properly integrated into the MZDO

Erin Anderson

PLANNER



<1 Years of Experience

American Planning Association (APA)

Durham, NC



PROFILE

Erin is passionate about creating strong communities through equitable community development and planning. She has experience in community engagement, data collection and analysis, and working closely with local governments. As a graduate student and intern, Erin is eager to learn more about the ins and outs of comprehensive planning and land development.

EDUCATION

- Master of City & Regional Planning, Specialization – Housing and Community Development, University of North Carolina at Chapel Hill, Chapel Hill, NC, Expected 2024
- Bachelor of Arts in Economics, Wake Forest University, Winston-Salem, NC 2021

SKILLS

- Planning
- Community Engagement
- Data Collection/Analysis

EXPERIENCE

Comprehensive Plan & Downtown Master Plan

Planning Intern | Weddington, NC

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Hosted design workshop for public input
- Developed public engagement summaries

Comprehensive Growth Plan Update

Planning Intern | Blount County, TN

An update to the Growth Plan with a focus on transportation as well as school capacity.

- Developed public engagement materials for open house event
- Developed steering committee summaries
- Collected data on school enrollment and capacity

Land Development Regulations

Planning Intern | Effingham, GA

Prepared update and reorganization of zoning, engineering, and subdivision regulations to guide development in a fast-growing county.

- Prepared updated land use table and land use definitions
- Ensured that adopted ordinances and amendments were integrated into the code
- Reviewed updated code for consistency

Municipal Zoning & Development Ordinance (MZDO) Update

Project Manager | Hardeeville, SC

Updated the zoning code including uses, regulations, and design requirements with a focus on public engagement.

- Developed public engagement summaries

Nick Hill

AICP

PLANNER/OUTREACH SPECIALIST



5 Years of Experience

AICP #33455

Gainesville, FL



PROFILE

Nick is well-versed in the field of contemporary urban/regional planning. His professional experience includes updating comprehensive plans/community redevelopment plans, performing development review applications for municipalities, and facilitating entitlement research, land use/rezoning amendments, special use permits, and variance requests. Nick is also a highly skilled GIS technician.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2019
- Bachelor of Science in Public Administration, University of Central Florida, Orlando, FL, 2015

SKILLS

- Comprehensive Planning
- Redevelopment Planning
- Master Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems
- Community Engagement

EXPERIENCE

Downtown Master Plan

Deputy Project Manager | Green Cove Springs, FL

A community vision, master plan and phased implementation strategy for revitalization that is centered on the development of a waterfront catalyst-site.

- Planned, coordinated, and facilitated various public engagement events for the project, which included a five-day charrette featuring three (3) public workshops
- Drafted the contents of the Plan, including the identification of key projects and programming
- Assisted in all branding efforts related to the project and the greater Downtown area

Community Redevelopment Plan Update (Channel District)

GIS Specialist | Tampa, FL

A redevelopment strategy that includes increased open space to advance the transition of this former industrial area into a livable 21st century urban neighborhood/mixed-use district.

- Led and assisted other project team members with various GIS-related tasks, including mapping, spatial analysis, and area calculations

Community Redevelopment Plan Update

Project Planner | Fort Pierce, FL

A redevelopment strategy that focuses on neighborhood revitalization, mobility, and place-based economic development.

- Drafted the updated goals, objectives, and policies of the Community Redevelopment Plan based on the directives and insights provided by community and further supported by an extensive existing conditions analysis
- Hosted various public engagement events for the project

Gabriela Castro

AICP

PLANNER/OUTREACH SPECIALIST



7 Years of Experience

AICP #030965

Orlando, FL



PROFILE

Gabriela has experience in reviewing development applications for municipalities. In her professional experience she has reviewed various types of development applications from site work to entitlement work. She has had to create reports and explain these reports in front of various agencies and boards. Additionally, Gaby has experience in technical writing and public speaking.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2015
- Bachelor of Science in Sustainability and the Built Environment, University of Florida, Gainesville, FL, 2014

SKILLS

- Development Review
- Community Engagement

EXPERIENCE

Greater Lacoochee Community Plan

Planner | Pasco County, FL

Prepared a community plan for the Lacoochee, Trilby, Trilacoochee and Northeast Rural communities to address housing needs, infrastructure, economic development, and preservation of the rural aesthetic.

- Assisted in the facilitation of various public engagement workshops
- Drafted the existing conditions report, which examined topics such as existing facilities, existing regulations and policies, and demographics of the area

Development Review

Project Planner | Minneola, FL

On-Call Planning Consulting Services Agreement with the City of Minneola. The contract calls for assistance with the review of land development applications and other general planning and zoning matters.

- Review land development applications, including preliminary subdivision plats, site plans, construction plans, final plats, and variances for consistency with adopted regulations and prior approvals

Lake County Development Review Series

Project Planner | Tavares, FL

On-Call Planning Consulting Services Agreement with the Lake County. The contract calls for assistance with the review of land development applications and other general planning and zoning matters.

- Review land development applications, including site plans, subdivision plats, and other types of development applications

Todd McCurdy

FASLA

PRINCIPAL LANDSCAPE ARCHITECT

-  40 Years of Experience
-  FL LA #0001084
-  Orlando, FL



PROFILE

For over 40 years, Todd McCurdy, FASLA has been recognized for his significant and notable contributions to the practice of landscape architecture. His experience and vision for placemaking at a variety of scales coupled with an instinctive understanding of what makes an enjoyable place, has provided a range of opportunities to create inspiring and delightful design solutions.

EDUCATION

- Bachelor of Science in Landscape Architecture, The Ohio State University, Columbus, Ohio, 1983

SKILLS

- Master Planning
- Landscape Architecture
- Urban Design
- Signage
- Graphics

EXPERIENCE

UCF Knights Plaza

Landscape Architect/Design Lead | Orlando, FL

Reinvented an existing plaza in front of the basketball arena by giving it new modern aesthetic, a strong sense of place, more appropriately scaled spaces, and an energy that it was sorely missing.

- Lead site planner and 3D modeler
- Project won the **2017 Award of Merit** | Florida Chapter, American Society of Landscape Architects

Thornton Park Central Mixed-Use

Master Planner/Landscape Architect/Site Design Lead | Orlando, FL

Thornton Park Central was the first successful urban mixed-use development in Orlando. It was the starting point for most new urban development from that time forward, and is still successful to this day.

- Responsible for the planting plan, street tree locations, irrigation coordination, placement of traffic calming devices, crosswalks, paving details, and facilitated/coordinated with the Public Works Department

Corrine Calming Coalition

Landscape Architect | Audubon Park, FL

Community visioning for ways to improve pedestrian/bike flow, safety and studying ways to make the place look as good as the shops are.

- Created vision boards illustrating in 3D how flow would work and how safe connections for bikes/pedestrians could coexist with cars and bus
- Led discussion in group meetings to facilitate moving the project forward and getting things together to present to the City and County

Patterson Canal Corridor

Landscape Architect/Design Lead | Dayton, OH

Developed a pedestrian corridor for Patterson Boulevard, which tells the story of Dayton's rich and storied history.

Hunter McKibben

PLA

SENIOR LANDSCAPE ARCHITECT



10 Years of Experience

FL PLA #6667370

Dunedin, FL



PROFILE

Hunter is a registered landscape architect with extensive of experience in the landscape architecture and planning professions with an emphasis on complete streets and walkability through urban design interventions. She strives to synthesize and communicate broad-based planning ideas into compelling implementation guidelines and actions through her technical and graphical skillset.

EDUCATION

- Bachelor of Landscape Architecture, University of Florida, Gainesville, FL, 2009

SKILLS

- Landscape Architecture
- Urban Design
- Site Plans
- Parks
- Landscape Design
- Urban Planning
- Sustainability
- Comprehensive Planning
- Adobe InDesign
- Sustainable Design
- Land Use Planning
- Streetscape
- Planning

EXPERIENCE

Rio-29 Small Area Plan

Planner/Landscape Designer | Albermarle County, VA

The small area plan recommended market-supported redevelopment opportunities at this site and provided a vision for the future of the area.

- Supported the preparation of the small area plan for an aging strip area just north of Charlottesville, VA
- Synthesized the community vision into illustrative maps, plans, and 3D graphics integral to the development of the final preferred alternative
- Participated in the facilitation of steering committee and public charrettes

Long Range Transportation Plan MPO

Landscape Architect | Sarasota & Manatee, FL

Working with the Sarasota-Manatee MPO on their 2045 LRTP to achieve county and community goals through the integration of transportation land use planning and development of strategies through scenario planning.

- Co-facilitated and developed workshop graphics, led team exercises, and documented results

FDOT District 1 US 27 Mobility Study

Landscape Architect | FDOT District 1, Bartow, FL

The study will accommodate all transportation users and the recommendations developed will maximize the multi-modal potential of the corridor and help sustain the economic vitality of the region.

- Led stakeholder engagement efforts, including community meetings, interviews, and a project advisory group

Kyle Peterson

LANDSCAPE DESIGNER



2 Years of Experience

Master of Landscape Architecture

Orlando, FL



PROFILE

Kyle's graduate study has expanded his experience in designing for regional and local impacts that are grounded in a foundation of thorough research and site analysis of cultural, environmental, and economic histories. He approaches new projects with intention and attention to serve the local communities who will be impacted.

EDUCATION

- Master of Landscape Architecture, University of Florida, Gainesville, FL, 2022
- Bachelor of Business Management, University of North Florida, Jacksonville, FL, 2015

SKILLS

- Translating Research into Design Framework
- Regional and Local Master Planning
- Multi-scaled Interventions
- Design Details

EXPERIENCE

Downtown Master Plan

Landscape Designer | Fort Pierce, FL

A community vision, master plan, and phased implementation strategy for revitalization that is centered on a re-imagined waterfront.

- Produced conceptual sketches for a downtown market park and a recreational park

Ligonier Ministries St. Andrews Campus Master Plan

Landscape Designer | Sanford, FL

A 40-acre long-term master plan for the campus development including new buildings, roadway alignment and parking, and landscape improvement.

- Provided graphic revisions to the conceptual master plan

Comprehensive Plan Visioning

Landscape Designer | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Examined the existing streetscape conditions of multiple community identified roadways
- Organized a presentation graphic board for community members to identify and communicate preferences

New Haven Streetscape

Landscape Designer | Melbourne, FL

Provided master planning, public engagement, and conceptual design services to redesign a 0.5 mile stretch of New Haven Avenue in Melbourne, Florida's historic downtown core.

- Modeled existing conditions and four streetscape configuration alternatives with Sketchup

Claudia Sicilia

3D VISUALIZATION SPECIALIST



17 Years of Experience

Lumion, Civil3D, SketchUp, ArcGIS

Orlando, FL



PROFILE

Claudia has 17 years of experience helping Clients envision robust design projects as reality through technical drawings and detailed 3-D visualization renderings. She provides a creative perspective with a technical foundation and her extensive background in CAD aids in the implementation of the team's design concepts.

EDUCATION

- Bachelor of Architecture, Jose Maria Vargas University, Caracas, Venezuela, 2004
- Associate of Science Degree in Computer Drafting and Design, Florida Technical College, Orlando, FL, 2006

SKILLS

- AutoCAD Civil3D
- Lumion Mock-ups and Fly-through Videos
- SketchUp Community Engagement
- Bilingual (Spanish)
- ArcGIS
- Photoshop Rendering

EXPERIENCE



Complete King Street Master Plan

Visualization Specialist | St. Augustine, FL

- Created Lumion model to showcase design details in 3D

Downtown Master Plan

Design & CADD Support | Fort Pierce, FL

- Assisted with concept development
- Assisted with construction documents preparation
- Created Lumion model to showcase design details in 3D

City Center Plan

Visualization Specialist | Pinellas Park, FL

- Created Lumion model to showcase design details in 3D

Downtown Master Plan

Visualization Specialist | Green Cove Springs, FL

- Created Lumion model to showcase design details in 3D

Brittany Bay Park

CADD Support | Miami Beach, FL

- Assisted with site design support for the development of construction drawings

Leslie A. Del Monte

NCARB

SENIOR URBAN DESIGNER



21 Years of Experience

NCARB #308593

Fort Lauderdale, FL



PROFILE

Leslie Del Monte has over 21 years of experience in both architectural and planning projects. Her planning experience includes small-and-large-scale master/comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards, and sustainable initiatives.

EDUCATION

- Master of Architecture, University of Florida, Gainesville FL, 2004
- Bachelor of Design in Architecture, University of Florida, Gainesville FL, 2002

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Visioning
- Land Use Entitlements
- Community Engagement

EXPERIENCE

Community Redevelopment Plan Update (Downtown)

Senior Urban Designer/Planner | St. Augustine, FL

Updating the Historic Area Community Redevelopment Plan and extending operational timeframe of the Agency.

- Updated the Historic Area CRA Plan
- Worked with the City to facilitate the operational timeframe extension of the CRA

Downtown Master Plan

Project Manager/Senior Urban Designer/Planner | Hollywood, FL

The Plan established area-wide recommendations that promoted sustainable growth and enhanced the quality of life in Downtown as a whole. Crafted the vision, establishing goals, objectives, and urban design strategies

- Drafted the Master Plan and supporting documents, including zoning analysis and development recommendations

Vision Plan & Urban Design

Senior Urban Designer/Planner | Jacksonville, FL

The Vision encompasses three of Jacksonville's Planning Districts: Districts 1 - The Urban Core, 2 - Greater Arlington/Beaches and includes strategies for enhancing the quality of life by addressing neighborhood preservation, industrial preservation, and green infrastructure.

- Crafted the vision, establishing goals, objectives, and urban design strategies
- Prepared maps, diagrams, and other graphic information to support the vision and assisted in the drafting of the Vision Plans

Deandrea Moise

AICP

URBAN PLANNER



8 Years of Experience



AICP #34500



Hollywood, FL



PROFILE

Deandrea is knowledgeable, dedicated, and a conscientious team member, who possesses strong analytical and problem-solving skills, with the ability to make ethical and thoughtful decisions. She specializes in comprehensive and long-range planning.

EDUCATION

- Bachelor of Urban and Regional Planning, Florida Atlantic University, Boca Raton, FL, 2014

SKILLS

- Comprehensive Planning
- Long-Range Planning
- Urban Planning
- Historic Preservation
- Development Review

EXPERIENCE

Oakwood Land Use Plan Amendment

Project Manager | Hollywood, FL

Land Use Plan Amendment to the City of Hollywood's Comprehensive Plan changing the Future Land Use from Industrial to Activity Center to allow for the redevelopment of the existing shopping plaza.

- Reviewed application for consistency with City Comprehensive Plan, Master Plans, code regulations, and provided staff recommendation on the appropriateness of the request within the context of the surrounding area before the Local Planning Agency and City Commission
- Coordinated adoption review and comment with State required agencies

Emerald Hills Golf Course Land Use Plan Amendment

Project Manager | Hollywood, FL

Land Use Plan Amendment to the City of Hollywood's Comprehensive Plan changing the Future Land Use from Open Space to Residential to allow for the redevelopment of the golf course.

- Reviewed application for consistency with City Comprehensive Plan, Master Plans, code regulations, and provided staff recommendation on the appropriateness of the request within the context of the surrounding area

Ocean Drive Land Use Plan Amendment

Project Manager | Hollywood, FL

Land Use Plan Amendment to the City of Hollywood's Comprehensive Plan changing the Future Land Use from Residential to Commerce to allow for the redevelopment of a vacant site.

- Reviewed application for consistency with City Comprehensive Plan, Master Plans, code regulations, and provided staff recommendation on the appropriateness of the request within the context of the surrounding area

Em Schaefer

SENIOR GRAPHIC DESIGNER



11 Years of Experience

AIGA Board Member

Orlando, FL



PROFILE

Em adds creative insight to projects through branding, visual communications, marketing, community engagement, wayfinding, and illustration. Her vast experience using various media to tell compelling brand stories elevates client work across private/public sectors. She provides direction on the creative process of municipal branding and ensures we engage with the communities we serve through exciting/expressive way

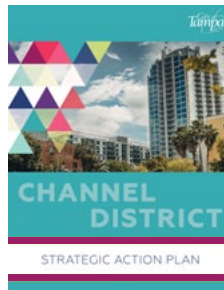
EDUCATION

- Master of Science in Digital Marketing, University College Dublin Michael Smurfit Business School, Dublin, Ireland, 2019
- Bachelor of Arts in Visual Communications, Ball State University, Muncie, IN, 2012

SKILLS

- Brand Positioning
- Community Engagement
- Website Design
- Logos/Branding
- Marketing Collateral
- Social Media Design & Strategy
- Infographics
- Video/Motion Graphics
- Adobe Create Suite (Illustrator, Photoshop, InDesign, After Effects, Premiere Pro)
- Signage/Wayfinding/Environmental Graphics
- Sketching & Illustrations

EXPERIENCE



Community Redevelopment Plan Update (Channel District)

Senior Graphic Designer | Tampa, FL

- Managed all graphic design and marketing elements for the project
- Created compelling graphics for Community Workshops and project website



City Center Plan

Senior Graphic Designer | Pinellas Park, FL

- Managed and designed unique project logo/branding for the City Center
- Created interactive project website and creative marketing collateral for workshops
- Engaged with key stakeholders and utilized data to inform design direction
- Established signage concepts, style guide, social media assets, and more to help the City launch the new brand



Downtown Master Plan

Senior Graphic Designer | Green Cove Springs, FL

- Managed and designed unique project logo/branding for the Downtown
- Created interactive project website and creative marketing collateral for workshops
- Established signage concepts and style guide to help the City launch the new brand



Rachael Schulman

GRAPHIC DESIGNER



6 Years of Experience

AIIGA Member

Orlando, FL



PROFILE

Rachael adds a fresh and creative perspective to Inspire's marketing collateral and proposals through unique layout design, digital illustration/graphic creation, her keen eye for detail, and ability to organize and manage multiple projects at a time. She provides creative direction to the team by utilizing her deep understanding of the Adobe Creative Suite and current market trends.

EDUCATION

- Bachelor of Arts in Graphic Design Communications, Roger Williams University, Bristol, RI, 2020

SKILLS

- Adobe Creative Suite (InDesign, Photoshop, Illustrator)
- Microsoft Office (Word, PowerPoint, Excel)
- Infographics
- Logos/Branding
- Layout Design
- Marketing Collateral
- Sketching/Painting/ Illustrations
- Digital Drawings (iPad)
- Procreate Drawing App (iPad)
- Website Design

EXPERIENCE



Inspire Marketing Coordinator/ Proposal Curator

Marketing Coordinator | Orlando, FL

- Organize meetings, oversee deadlines, coordinate with sub-consultants, and ensure that all the Placemaking marketing needs are met
- Compose infographics and other visual exhibits that communicate complex information in creative ways
- Project manage tight deadlines through efficient systems
- Develop concepts and collateral for promotional graphics marketing services

Downtown Master Plan

Graphic Designer | Fort Pierce, FL

- Provided thorough review of Plan
- Executed design development and layout

Municipal Branding & Marketing

Graphic Designer | Treasure Island, FL

- Reviewed community engagement/ survey results and developed a comprehensive report that presented the community's vision for the brand
- Assisted with brand positioning and logo development



Lainie Jones

GRAPHIC DESIGNER



1 Year of Experience

AIGA Member

Orlando, FL



PROFILE

Lainie adds a unique perspective to Inspire's marketing team by her continued growing knowledge of design trends, attention to detail, and extensive understanding of the Adobe Creative Suite to create successful designs in a timely manner. As a student, she provides a fresh insight, along with a strong work ethic, to ensure the team's continued success.

EDUCATION

- Bachelor of Fine Arts in Emerging Media, University of Central Florida, Orlando, FL, Expected Graduation Spring 2023

SKILLS

- Adobe Creative Suite (InDesign, Photoshop, Illustrator, XD)
- Microsoft Office (Word, PowerPoint, Excel)
- Infographics
- Logos/Branding
- Layout Design
- Marketing Collateral
- Sketching/Painting/ Illustrations
- Digital Drawings (iPad)
- Procreate Drawing App (iPad)
- Website Design

EXPERIENCE



Municipal Branding & Marketing

Graphic Designer | Treasure Island, FL

- Utilized community feedback data to design concepts for a new logo for the City that compliments the City Seal

Community Redevelopment Plan Update

Graphic Designer | Brooksville, FL

- Designed unique project branding for presentations, workshops, and marketing collateral

Lake Wales Envisioned

Graphic Designer | Lake Wales, FL

- Created logo for project branding

Comprehensive Plan & Downtown Master Plan

Graphic Designer | Weddington, NC

- Designed unique project branding for presentations, workshops, and marketing collateral
- Assisted in the creation of interactive project website

PROJECT MANAGEMENT



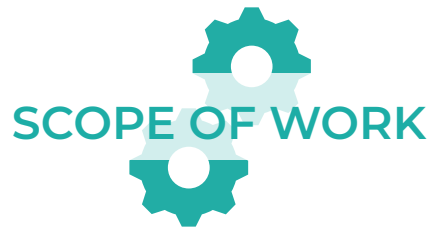
Laura Canary will serve as the project manager for this effort and she will be designated as the City's primary point of contact. Ms. Canary has extensive public and private sector planning experience and will be directly responsible for the day-to-day management of the work products and the associated administrative matters.

We believe that for every project to be successful, it must start with a very detailed **scope of work, schedule, and budget**. These items, coupled with ongoing communication between Inspire and City staff, are key to ensuring we will meet the needs of our clients.

Talented professionals work where they choose. We are thankful to have this dynamic team that is committed to collaboration, a growth mindset, and making a difference.

– LAURA CANARY, CeCD, FRA-RA
PROJECT MANAGER

727.272.0212 | Lcanary@inspireplacemaking.com



A thorough scope of work is a critical factor in the ability to meet a schedule and ensure cost control. Inspire believes in organizing project tasks into a logical sequence, providing consistent project direction, and utilizing standardized quality control procedures. Project teams, schedules and budgets will be established and managed by Ms. Canary, who will be responsible for ensuring that all team members are performing their tasks on time and within budget. **A detailed approach including our methodology, deliverables, client meeting schedule and proposed contract is included on pages 1 through 15 of this submittal.**



The project schedule will determine the time it will take Inspire to prepare and deliver products, the time that City staff will require to review work products, meeting dates, and deadlines for deliverables. Inspire places a high priority on incorporating realistic timeframes into the schedule. We identify any potential delays or roadblocks that may be encountered during the completion of the project so we can have a plan for those situations.



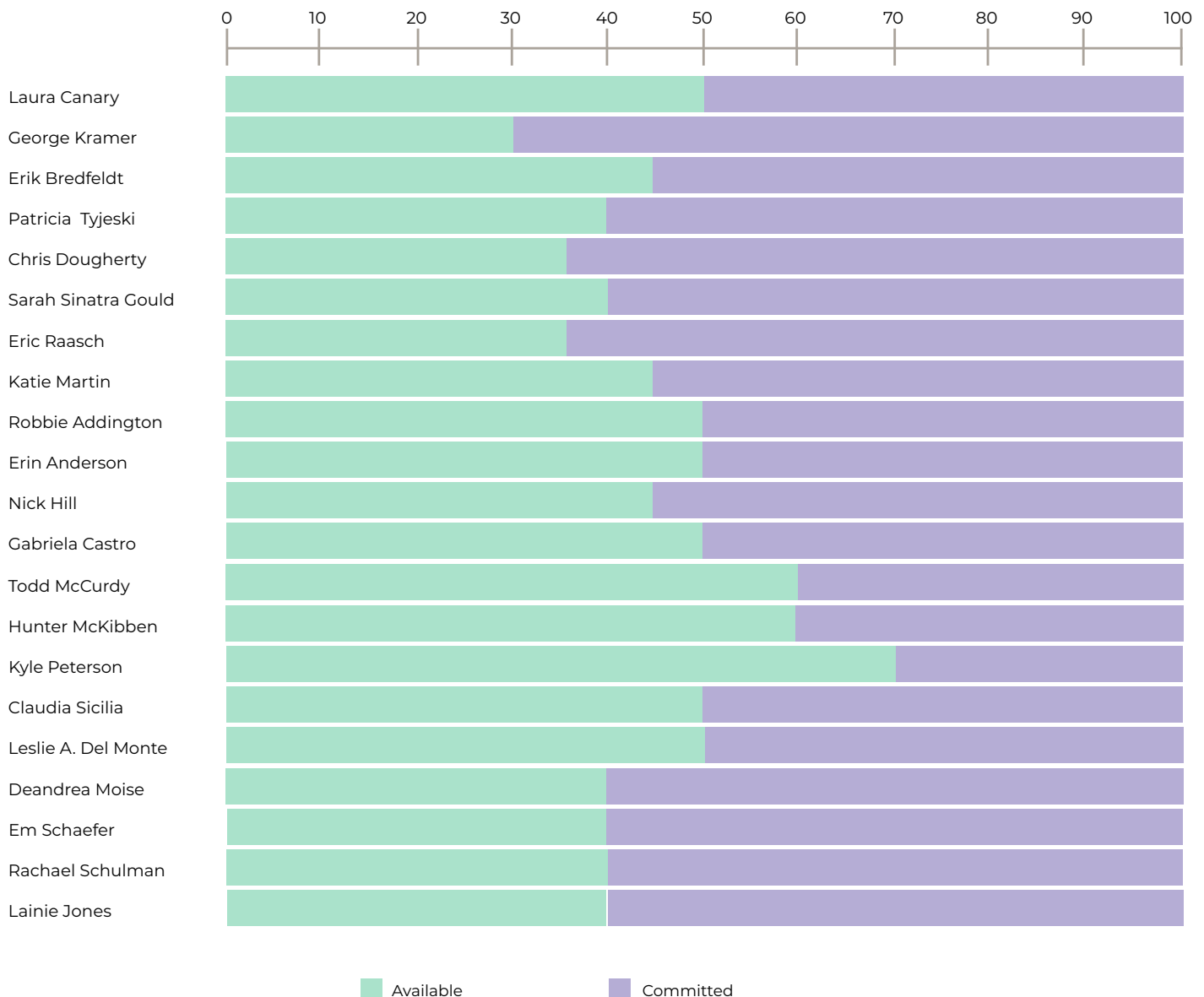
We will ensure continuous communication with City staff and will schedule recurring progress meetings to address any questions or concerns that City or Inspire staff may have. We will also hold internal team meetings on a weekly basis to ensure the projects are running smoothly, Inspire staff resources are adequate, upcoming meetings are identified, and project charges are within the approved budget for each task.



Great customer service is the lifeblood of our organization. Ms. Canary will serve as our primary point of contact for the City. She is an accomplished planner and project manager who has a proven track record of quality service to our municipal clients, consistently providing projects deliverables on time and within budget.

Ability to Accomplish Proposed Work

Our team understands that the City places a priority not only on the provision of quality work completed within budget parameters, but also on meeting the City's expected project schedule. Accordingly, our assigned staff members have been selected for both the relevance of their professional qualifications, as well as their immediate and continued ability to commence work upon direction by the City. We rigorously examine our workload capacity at weekly staff meetings in which we determine project priorities, staff assignments, and the deliverables due for the upcoming week. This process ensures that adequate resources are allocated to maintain project progress and address any foreseen deviations from established budgets and schedules, so they can be corrected in a timely manner. Inspire designates a QA/QC review time for each project to ensure deliverables meet the intended scope of work. Below is a graphic representation of current commitments for our key team members.



Community Redevelopment Plan Update

 PINELLAS PARK, FL



DATES

2018 - 2019



OWNER

City of Pinellas Park, FL
 Nick A. Colonna, Community
 Development Administrator
 5141 78th Avenue North,
 Pinellas Park, FL 33781
 T: 727.369.5680
 E: Ncolonna@pinellas-park.
 com



KEY SERVICES

- Planning
- Redevelopment Planning



Completed a comprehensive rewrite and update to the City of Pinellas Park's Community Redevelopment Plan and extended the CRA's operational timeframe within this Charter County. Facilitated extensive community outreach programs that included an interactive project website, "pop-up" engagement at community events, and public workshops. The plan incentivized private sector investment around the area, consolidated facilities, promoted a more walkable community, and enhanced the community's amenities. The Plan also included the identification of Capital Improvement programs throughout the CRA, business support programming, affordable and workforce housing programming, Tax Increment Fund projections, a proposed five-year CRA Budget, and an implementation schedule.



OVERVIEW

- The foundational elements of the CRA Plan included the designation of a new 55-acre city center, renovation of its 29-acre community park, and complete street design for the 78th Avenue that connects the two activity nodes
- The city center provides a dense integration of government uses (new city hall/fire/police operations, residential/retail/restaurant recreational facilities)

City Center Plan

 PINELLAS PARK, FL



DATES

2021



OWNER

City of Pinellas Park, FL
 Nick A. Colonna, Community
 Development Administrator
 5141 78th Avenue North,
 Pinellas Park, FL 33781
 T: 727.369.5680
 E: Ncolonna@pinellas-park.
 com



KEY SERVICES

- Planning
- Complete Streets
- Urban Design/Landscape Architecture
- Graphics/Visualization
- Community Engagement
- Municipal branding
- Master Planning
- Signage Design

Developed a master plan for a new City Center in Pinellas Park, implementing a primary objective of the City's 2018 Community Redevelopment Plan. The project commenced with an interactive project website to garner public input and support as well as provide project updates. Design efforts were advanced through a week-long charrette that public workshops/ presentations and targeted stakeholder engagement. The final deliverables included a Final Plan with extensive 3D graphics and a fly-through video to provide the community with a clear and compelling visualization of the potential future. The plan was developed with a *focus on implementation* and includes strategic prioritization and phasing and infrastructure cost estimates.



OVERVIEW

- **Plan Video:** <https://www.youtube.com/watch?v=6m9DgFLN0uc>
- **Full Report:** <https://indd.adobe.com/view/b56ed734-c07f-476b-82e6-8f73a1058539>
- **Style Guide:** <https://indd.adobe.com/view/dcb48d8b-bbd8-4513-9e2a-7c69854274f3>

Community Redevelopment Plan Update (Channel District)

📍 DOWNTOWN CHANNEL DISTRICT/TAMPA HEIGHTS RIVERFRONT/CRA DEPT., TAMPA, FL



DATES

2021 - 2022



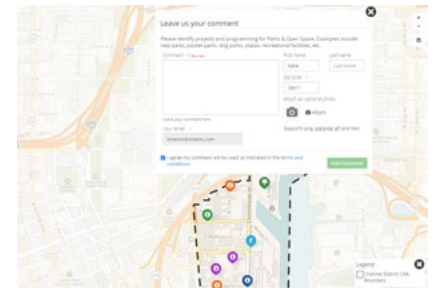
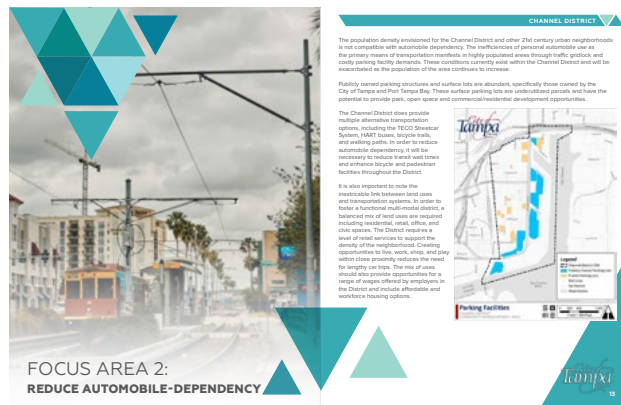
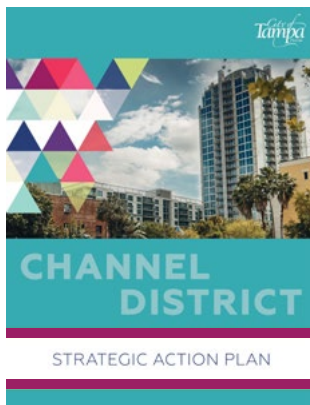
OWNER

Jeff Burton (formerly with the City of Tampa), Bradenton Economic Development & Community Redevelopment Agency
101 Old Main Street, Bradenton, FL 34205
T: 941.723.4988
E: Jeffburton@bradentonfl.gov



KEY SERVICES

- Planning
- Urban Design
- Multi-Modal Transportation
- Graphics/Visualization



Tampa's 200-acre Channel District includes Port Tampa Bay, the Florida Aquarium, and numerous newly constructed high-rise residential buildings. Once an industrial working waterfront, the area is rapidly transforming into a densely populated urban district. Inspire identified future district needs, prepared Tax Increment Fund projections, developed cost estimates, formulated redevelopment strategies, and prioritized capital projects as part of these coordinated plan update efforts.

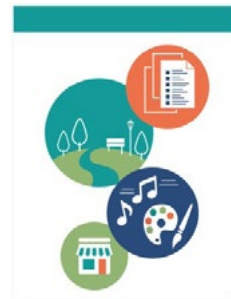
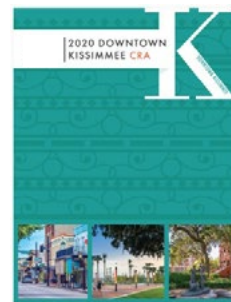


OVERVIEW

- Facilitated hybrid community engagement (in-person/virtual)
- Researched comparable cities to identify the dynamic needs of 21st Century urban neighborhoods
- Developed an integrated plan that included recommendations for both infrastructure and land uses

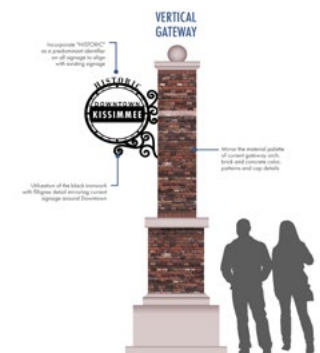
Community Redevelopment Plan Update (Downtown)

 KISSIMMEE, FL



GATEWAY CONCEPTS

Downtown Kissimmee has an iconic gateway feature at the intersection of Main Street and US-192 that serves as the City's historic 'front door' and establishes a unique visual theme. The theme has been successfully utilized in various places in the Downtown Community Redevelopment Area with sidewalk art and trees, street signage, wayfinding signage and street furniture. The expansion of this iconic theme at all of the major gateway leading into the Downtown Community Redevelopment Area and complementing neighborhood street treatments will further reinforce the sense of identity and spirit in Downtown Kissimmee.



DATES

2020 - 2021



OWNER

City of Kissimmee, FL,
 Community Redevelopment
 Agency, Development
 Services, Samia Singleton,
 CRA Manager
 101 Church Street, Kissimmee,
 FL 34741
 T: 407.518.2587
 E: samia.singleton@
 kissimmee.gov



KEY SERVICES

- Planning
- Landscape Architecture

Located on the doorstep to central Florida's major tourist attractions, the City of Kissimmee has become home to thriving healthcare and technology industry sectors. Kissimmee's historic downtown has experienced a renaissance benefitting from a downtown SunRail station and surge in downtown residential and retail development. As part of the update to the Downtown Redevelopment Plan, Inspire identified redevelopment strategies, targeted opportunity sites, and public realm improvements to strengthen the City's downtown neighborhoods and reinforce the City's historic themes and development pattern.

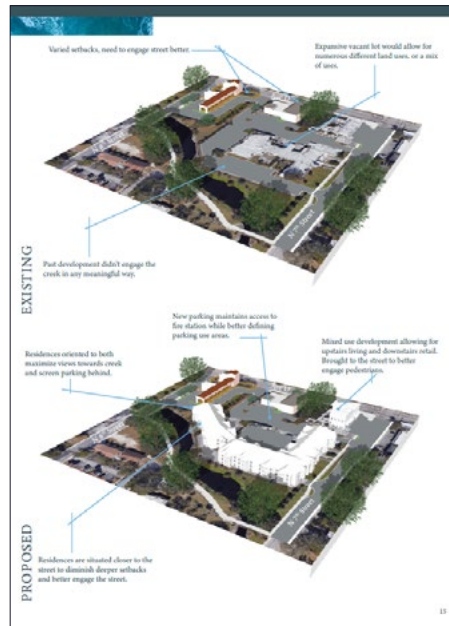
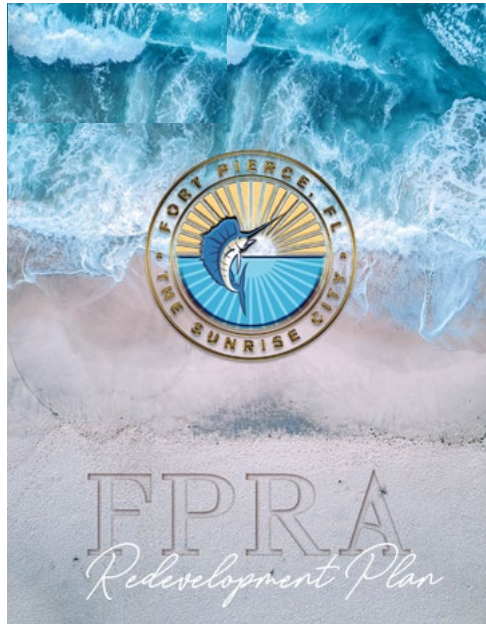


OVERVIEW

- Coordinated redevelopment programming in Historic Neighborhoods and Historic Downtown
- Facilitated hybrid community engagement (in-person/virtual)
- Reinforced historic themes with public realm improvements
- Connected residential and employment areas

Community Redevelopment Plan Update

 FORT PIERCE, FL



DATES
2020



OWNER
City of Fort Pierce, FL
Shyanne Harnage, Economic Development Director
100 North US 1, Fort Pierce, FL 34950
T: 772.467.3034
E: Sharnage@cityoffortpierce.com



KEY SERVICES
• Community Redevelopment Planning



Inspire prepared the update to the City's 2001 Community Redevelopment Plan to reflect changes in the conditions of the CRA subsequent to the 2001 Plan's adoption and the current implementation status of long-term redevelopment projects. Extensive public input and outreach (website, workshops, and listening sessions) identified each character districts' unique assets, challenges, and opportunities. The redevelopment strategies and projects developed for each district reflect those unique characteristics and will provide guidance for the Fort Pierce Redevelopment Agency when developing tailored annual work plans for each district.



OVERVIEW

- Key features of the Redevelopment Plan update included four unique "Character Districts" that comprise the Fort Pierce CRA
- Districts include Lincoln Park/Peacock Arts District, the Downtown District, Fisherman's Wharf/Port District, and the South Beach District

Downtown Master Plan

 FORT PIERCE, FL



DATES

2022



OWNER

City of Fort Pierce, FL,
 Shyanne Harnage, Economic
 Development Director
 100 North US 1 Fort Pierce, FL
 34950
 T: 772.467.3034
 E: Sharnage@cityoffortpierce.
 com



KEY SERVICES

- Community Engagement
- Community Planning
- Urban Design/3D Visualization
- Complete Streets
- Branding/Logo Development
- Parks & Open Spaces Design



Fort Pierce has a rich history in agriculture and deep-sea fishing. In sharp contrast to the rapid and dense population growth experiences in communities further south, the City has maintained its small-town character. Inspire was hired by the City to develop a Strategic Master Plan that would promote high-quality redevelopment that is in line with the City's history, character, and high standard of living. The project commenced with an interactive project website to garner public input and provide updates. Additionally, Inspire hosted a four-day design workshop that included public open houses, presentations, and targeted stakeholder engagement. The Plan is focused on implementation and seeks to leverage an abundance of City-owned waterfront property, to promote a vibrant and walkable mixed-use district.



OVERVIEW

- The final Plan will include phasing, cost estimates, and 3D graphics that provide a clear and compelling vision
- Created project website

Community Redevelopment Plan Update

📍 SEBRING, FL



DATES

2021 - 2022



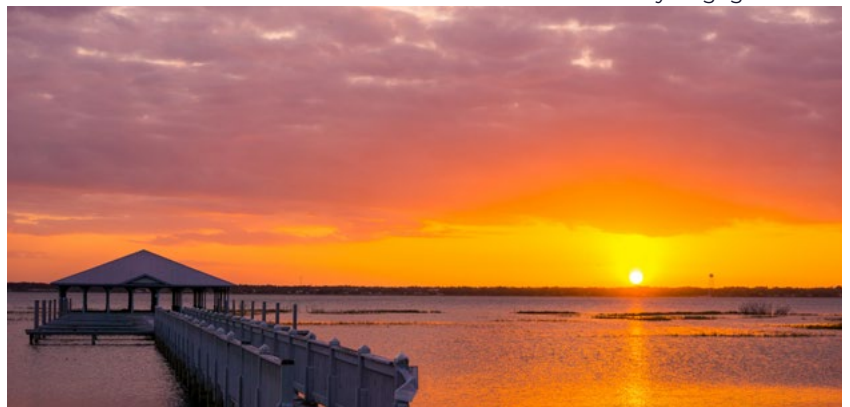
OWNER

City of Sebring, FL,
 Community Redevelopment
 Agency
 Kristie Vazquez, CRA Executive
 Director
 309 Circle Park Drive, Sebring,
 FL 33870
 T: 863.471.5104
 E: Kristievazquez@mysebring.
 com



KEY SERVICES

- Planning
- Landscape Architecture
- Community Engagement



As Florida's historic City on the Circle, Sebring is known around the world for its 24-hour automobile road race. The City's ongoing redevelopment efforts have restored its historic downtown commercial district and spurred additional private sector investment and business development. Inspire's update to the City's Community Redevelopment identified redevelopment strategies, coordinated capital projects with the City's planned mixed-use waterfront development, and identified targeted opportunity sites in downtown and former industrial areas.

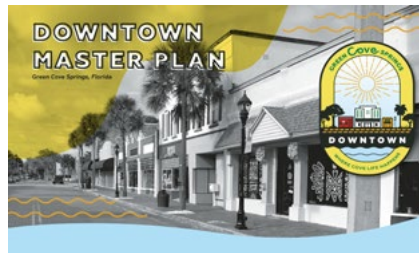


OVERVIEW

- Intensive public engagement and outreach activities
- Identified opportunity sites for redevelopment
- Extended operational timeframe of CRA
- Identified complementary capital projects to build on previous CRA investments
- Reinforced historic themes with public realm improvements

Downtown Master Plan

📍 GREEN COVE SPRINGS, FL



DATES

2022



OWNER

City of Green Cove Springs, FL,
 Michael P. Daniels, Green Cove
 Springs Planning & Zoning
 Director
 321 Walnut Street, Green Cove
 Springs, FL 32043
 T: 904.297.7500
 E: Mdaniels@
 greencovesprings.com



KEY SERVICES

- Community Engagement
- Community Planning
- Urban Design/3D Visualization
- Complete Streets
- Branding/Logo Development
- Real Estate Market Analysis
- Parks & Open Spaces Design



The City of Green Cove Springs is the historic Clay County seat, located on the banks of the St. Johns River in Northeast Florida. Construction of the new First Coast Expressway will provide a new connection between I-95 and I-10 and is projected to usher in a new era of substantial growth for the City, bringing with it a wealth of new opportunities for Green Cove Springs and its Downtown. The project commenced with an interactive project website to garner public input and support as well as provide project updates. Additionally, Inspire hosted a week-long charrette, including workshops/presentations and targeted stakeholder engagement. The final deliverables included a new brand/logo and a Final Plan featuring 3D graphics that provided a clear and compelling visualization of a revitalized Downtown.



OVERVIEW

- Utilized interactive project website to garner public input/support
- Style Guide: <https://indd.adobe.com/view/f6b9636a-09d3-444d-84f3-fa342ce24e1b>

Community Redevelopment Plan Update (Downtown)

 ST. AUGUSTINE, FL



DATES

2022 - Ongoing



OWNER

City of St. Augustine, FL
 Reuben Franklin Jr., PE,
 Assistant City Manager
 75 King Street, P.O. Box 210, St.
 Augustine, FL 32085
 T: 904.209.4272
 E: Rfranklin@citystaug.com



KEY SERVICES

- Community Redevelopment Planning
- Landscape Architecture
- Community Engagement



America's oldest City is entering a new phase in its storied history with significant renovations to King Street planned and a re-energized downtown experiencing renewed private sector investment. As strategic advisor to the City, Inspire prepared an update to the City's Historic Area Community Redevelopment Plan that identified redevelopment strategies, public realm investments, and redevelopment programming to enable the City to realize its long-sought redevelopment goals.



OVERVIEW

- Extended operational timeframe of the CRA
- Proposed transportation and infrastructure improvements on King Street
- Proposed streetscape and pedestrian and cyclist improvements
- Prepared a 5-year CRA budget worksheet

02

References



References & Client List



City of Fort Pierce, FL

Community Redevelopment Plan | Downtown Master Plan

Contact Information

Shyanne Harnage, Economic Development Director | T: 772.467.3034 | E: Sharnage@cityoffortpierce.com | 100 North US 1, Fort Pierce, FL 34950

Outcomes/Process

Both Plans Adopted



City of Pinellas Park FL

Community Redevelopment Plan | City Center Plan

Contact Information

Nick A. Colonna, Community Development Administrator | T: 727.369.5680 | E: Ncolonna@pinellas-park.com | 5141 78th Avenue North, Pinellas Park, FL 33781

Outcomes/Process

Both Plans Adopted



City of Green Cove Springs, FL

Downtown Master Plan

Contact Information

Michael P. Daniels, Green Cove Springs Planning & Zoning Director | T: 904.297.7500 | E: Mdaniels@greencovesprings.com | 321 Walnut Street, Green Cove Springs, FL 32043

Outcomes/Process

Plan Adopted



City of Kissimmee, FL

Community Redevelopment Plan

Contact Information

Craig Holland, AICP, Development Services Director | T: 407.518.2148 | E: Cholland@kissimmee.org | 101 Church Street, Kissimmee, FL 34741

Outcomes/Process

Plan Adopted

03

Proposed Budget

Budget

Our professional fee for the above-described services shall be a lump sum of **\$99,500** to be invoiced on a percent complete basis per the following fee schedule.

TASKS	PHASE COST
Task 1: Kick-off & Data Collection	\$6,500
<i>2 months to complete</i>	
Task 2: Public Involvement	\$12,000
<i>5 months to complete</i>	
Task 3: Plan Assessment & Existing Conditions Analysis	\$16,500
<i>3.5 months to complete</i>	
Task 4: Looking Forward - Developing & Refining the Vision	\$27,000
<i>4 months to complete</i>	
Task 5: Implementing the Vision - Strategic Framework & Goals, Objectives, & Policies	\$15,000
<i>3 months to complete</i>	
Task 6: Draft Community Redevelopment Plan Update (Document Compilation & Assembly)	\$12,500
<i>2.5 months to complete</i>	
Task 7: Notice to Taxing Authorities; Community Redevelopment Plan Adoption	\$10,000
<i>1.5 months to complete</i>	
TOTAL COSTS	\$99,500



04

Forms

E-Verify Form

City Manager

E-VERIFY COMPLIANCE Affidavit of E-Verify Requirements Compliance

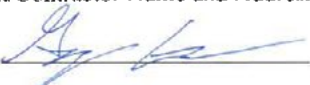
The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitutes a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach.

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Consultant/Contractor Name and Address Inspire Placemaking Collective, Inc.

Signature  4767 New Broad Street, Orlando, FL 32814

Name and Title George Kramer, AICP, President

QUALIFICATIONS FOR 23-CRA-05

PROFESSIONAL SERVICES FOR **NEW COMMUNITY REDEVELOPMENT** PLAN UPDATE

CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY
10.12.2023 | 2 PM



gai consultants®

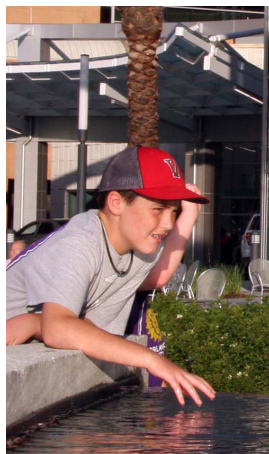
**COMMUNITY
SOLUTIONS
GROUP**

We Bring Ideas!

8.1.e



We Make Places for People!



GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP

Packet Pg. 292

Attachment: Holly Hill CRA Update GAI Consultants FINAL (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the CRA 2007 Plan)

QUALIFICATIONS FOR 23-CRA-05

PROFESSIONAL SERVICES FOR **NEW COMMUNITY REDEVELOPMENT** PLAN UPDATE

CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY
10.12.2023 | 2 PM

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COVER LETTER

Creating Great Community Places

GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP



October 12, 2023

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

23-CRA-05

RFP—PROFESSIONAL SERVICES FOR NEW COMMUNITY REDEVELOPMENT PLAN UPDATE

The City of Holly Hill:

We appreciate the opportunity to submit our qualifications for the update of the Holly Hill Community Redevelopment Plan. We understand the City of Holly Hill has requested an update of the 2007 Community Redevelopment Area Master Plan and a potential 10-year extension of the operational timeframe of the Community Redevelopment Agency (CRA) beyond May 28, 2026, to May 28, 2036. These requests will require approval from the Volusia County Government through a modification to the Delegation of Authority Resolution, which currently authorizes the operation of the Holly Hill CRA.

GAI, and its Community Solutions Group (CSG), are ideally positioned to assist the City with realizing these objectives. We are recognized as redevelopment thought leaders by the Florida Redevelopment Association (FRA), having served over 72 CRAs in the state, and are instructors for the FRA Redevelopment Academy professional certification program. CSG's staff have served in local government in a number of capacities, including as CRA Executive Directors, CRA staff, and planning and zoning board members at municipal and county levels. We understand all aspects of developing, managing, and implementing CRA plans in accordance with F.S. Chapter 163 (III), state, and local Special District regulations.

We have recently completed a number of CRA Plan Updates for the Cities of Tampa, High Springs, and Bartow, as well as for Orange County. This work has also included **extension of the CRAs' operational timeframes**. As a result, we have the proven expertise of staff who are well versed in redevelopment planning, CRA operations, programming, interlocal agreement negotiations, and the adoption processes required under Florida Statutes for the update of CRA Plans and extensions of CRA operational timeframes.

CSG's approach for the requested services is designed to address the nuanced negotiations and required authorization needed from Volusia County. We propose to take a segmented approach that would minimize potential costs to the City, while determining the County's willingness to consider the City's redevelopment requests for approval before beginning the bulk of the CRA Plan Update activities.

Our Project Manager is John M. Jones, AICP, FRA-RP. Mr. Jones has completed several CRA Plan Updates recently, which includes operational timeframe extensions and boundary modifications. Mr. Jones will be supported by Mr. Peter Sechler, PLA, AICP, Mr. Tom Kohler, and Ms. Laura Smith, FRA-RA. We have also identified key technical staff with extensive community redevelopment experience to complement our redevelopment specialists for Planning, Economic Development, Urban Design, Urban Analytics, and Infrastructure/Engineering support. Key members of this team were part of the team who prepared the adopted 2007 Holly Hill CRA Master Plan. The GAI-CSG team assembled for this project is committed to—and has reserved their availability—to complete the requested services in the time frame requested by the City.

We understand the CRA's desire to **create a compelling community vision** for the entire CRA District **that focuses on the commercial corridors of Ridgewood Avenue and LPGA Boulevard**, which underpin the Holly Hill CRA. GAI-CSG has an established work history and successful relationship of providing the requested services to the City of Holly Hill. We understand the value of these established relationships—and the linkage between community input, goals, planning, financing, and implementation.

We look forward to working with the Holly Hill CRA to realize its long-term redevelopment goals and aspirations!

Sincerely,
GAI Consultants, Inc. | Community Solutions Group



Peter C. Sechler, PLA/AICP/MBA
Vice President, Director Community Solutions Group
Authorized Representative



John M. Jones, AICP, FRA-RP
Project Manager
Primary Point of Contact



Section 1 QUALIFICATIONS

Creating Great Community Places

GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP

Experienced People. Open Minds. Fresh Ideas.

Our work centers on finding resolution to place-based problems by implementing context-sensitive, sustainable solutions that are economically and fiscally beneficial and implementable. We engage diverse community groups to affect positive outcomes with shared benefits through integrated solutions. Consequently, our clients include governments, agencies, institutions, and developers who share an equal need to address complex and inter-related challenges. We work from planning to policy and concept to construction across the scales of region, city and campus; neighborhood, street, and site.

Landscape Architecture + Design

Master Planning + Urban Design

Economics + Real Estate Consulting

Urban Analytics

Wayfinding + Environmental Graphics

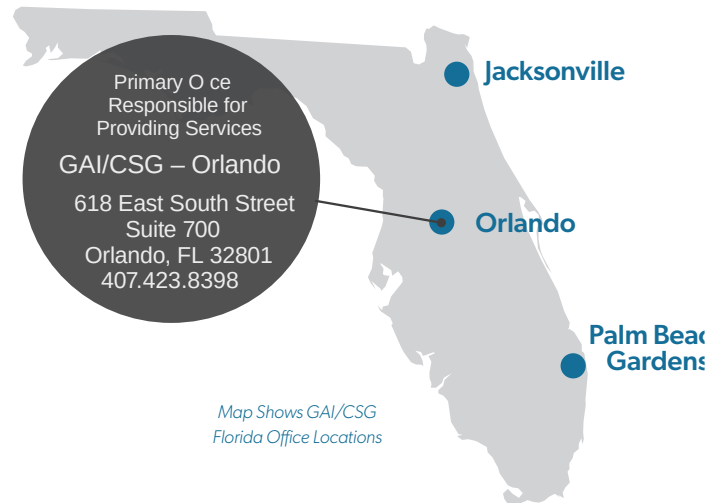
EXPERIENCED PEOPLE, OPEN MINDS, FRESH IDEAS



Full Name of Organization: **GAI Consultants, Inc.**
Company Operates as: **Corporation**

ORGANIZATIONAL PROFILE

GAI Consultants, Inc. (GAI) is an engineering, environmental, and planning consulting firm. Through growth, acquisition, and much success, GAI has 700+ employees, serving our clients from 25 office locations throughout the Eastern, Midwestern, and Southern United States. Our Orlando office will serve as our main office through which all tasks be coordinated. Our numerous offices are organized to mobilize staff and services seamlessly. **GAI has been in business for 65 years and has been practicing in Florida for 41 years.**



GAI'S COMMUNITY SOLUTIONS GROUP

WHAT WE ARE. As part of GAI, our specialized Community Solutions Group (CSG) practice combines with the broad knowledge of our engineering and environmental consulting firm to offer services in Landscape Architecture, Planning, Economics, and Management Consulting. CSG is our idea-driven, specially positioned team for landscape architecture, urban planning, redevelopment economics, and wayfinding / environmental graphics. We are committed to enhancing communities in ways that are practical, sustainable, and authentic to our clients' needs, while being politically aware, financially feasible, and aesthetically compelling. At GAI/CSG, our most successful work has been as a result of the integration of "horizontal infrastructure", solving technical challenges together in order to create places for people that build value over time.

THE LINKAGE OF DESIGN, ENGINEERING, PLANNING, ECONOMICS, AND ENVIRONMENT IS
WHAT SETS US APART AND ALLOWS US TO REALIZE OUR PASSION: **WORKING WITH PARTNERS
TO CREATE COMMUNITY**

Principal Place of Business and location where the **Project Manager**, and **all CSG staff** will be located:

GAI – Orlando

Peter C. Sechler, PLA, AICP, MBA
Vice President | Project Executive
618 E. South Street, Suite 700
Orlando, Florida 32801
321.319.3126
p.sechler@gaiconsultants.com

Authorized Representative

John M. Jones, AICP, FRA-RP
Project Manager
618 E. South Street, Suite 700
Orlando, Florida 32801
321.319.3132
john.jones@gaiconsultants.com

Primary Point of Contact



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
G-A-I CONSULTANTS, INC.

Filing Information

Document Number 833525
FE/EIN Number 25-1260999
Date Filed 12/11/1974
State PA
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 12/22/2003
Event Effective Date 12/31/2003

Principal Address

385 EAST WATERFRONT DR.
HOMESTEAD, PA 15120-5005

Changed: 10/22/2012

Mailing Address

385 EAST WATERFRONT DR.
HOMESTEAD, PA 15120-5005

Changed: 02/05/2016

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun St.
Suite 4
Tallahassee, FL 32301

Name Changed: 10/22/2012

Address Changed: 07/07/2015

Officer/Director Detail

3/9/23, 11:02 AM

Detail by Entity Name

Name & Address

Title CEO, Chairman

DEJIDAS, GARY M
385 East Waterfront Drive
Homestead, PA 15120

Title Sr VP

PALVISAK, KARL S
385 East Waterfront Drive
Homestead, PA 15120

Title President

Morrocco, Anthony F
385 E Waterfront Drive
Homestead, PA 15120

Title Sr VP

Leadbetter, Kevin
12574 Flagler Center Blvd
Ste 202
Jacksonville, FL 32258

Title Executive VP

Gould, Stephen
385 EAST WATERFRONT DR.
HOMESTEAD, PA 15120-5005

Title VP

Leo, Kathleen
618 E South Street
STE 700
Orlando, FL 32801

Title VP

Sechler, Peter
618 E South St
STE 700
Orlando, FL 32801

Annual Reports

Report Year	Filed Date
2021	01/15/2021
2022	01/21/2022

**Our mission
is to create
livable places
of lasting
value in an
increasingly
connected,
complex, and
competitive
world.**

WHO WE ARE. CSG is a unique team of landscape architects, urban designers, land use planners, public finance and economic development specialists, and public administrators who capture the full dimensions of strategy and solution. Committed to positioning cities for a sustainable future, we are recognized for delivering insightful, thorough, and technically sophisticated solutions. We embrace a philosophy that values the complex interrelation of people, place, and policy while considering a project's ability to positively impact its investors, community, and setting.

WHAT WE DO. Our work centers on finding resolution to place-based problems by implementing context-sensitive, sustainable solutions that are economically and fiscally beneficial and implementable. We engage diverse community groups to effect positive outcomes with shared benefits by integrating ideas. Consequently, our clients include governments, agencies, institutions, and developers who share an equal need to address complex and inter-related challenges. We work from

planning to policy and concept to construction across the scales of region, city, and campus; neighborhood, street, and site.

As an art, our practice requires an understanding of the nuances of feasibility, political sensitivity, urban form, relationships, and character of place. But as a science, it involves street geometries and hydrologic flows, floor-area ratios, densities, market economics, and financing mechanisms. We are effective because we are sensitive and sophisticated about implementing complex ideas across the platform of inclusive participation, thoughtful design, funding and finance, public policy, and community partnerships for initiatives both large and small.

Landscape Architecture + Design

Master Planning + Urban Design

Economics + Real Estate Consulting

Urban Analytics

Wayfinding Planning and Design +
Environmental Graphics

OUR SERVICES

Master Planning + Urban Design

CSG's master planning and urban design practice focuses on creating plans that create livable places of lasting value for communities that require context-sensitive, sustainable solutions. We prioritize close collaboration with clients through an approach that emphasizes plans that reflect strong neighborhoods, livable transportation networks, interconnected park and open space systems, environmental sensitivity, and economic opportunities. Through work at the scale of city, neighborhood, and street, our plans create the framework for rich, interactive settings that bring people together in environments that facilitate meaningful experiences that enrich lives.

Our team draws upon expertise in multiple disciplines to balance physical, social, and economic needs and create urban places that enhance quality of life. We understand that each building, streetscape, transportation corridor, and park works toward creating an urban place that transcends the value of any individual element. Our planners and engineers work closely with clients to ensure that each piece of this urban fabric is deliberately designed with quality and respect for its role in the public realm.

With an eye toward implementation, we also understand the complex regulatory processes that must be navigated in order to gain approval for these great community plans. We draft clear plans and regulations designed to support community goals, preserve lifestyle choices, and create economic development and redevelopment opportunities, and we forge partnerships between stakeholders and local governments to achieve these positive outcomes.

Landscape Architecture + Design

The Landscape Architecture Studio within CSG integrates an experienced team of professionals that strives to raise the standard of planning and design services to a new level with every project, producing sustainable, context-sensitive solutions that meet our clients' objectives. We listen to their concerns, their desires, and their needs; we gather a deep understanding of place and issues; we then deliver thoughtful and innovative solutions. The studio operates under a fundamental planning and design philosophy seeking to develop solutions that make a positive contribution to the economic and social values of a community or place. Whether the task is community master planning and place-making, streetscape and corridor design, sustainable stormwater strategies (LID), parks and open space design, or corporate and campus planning and design, we are committed to creating rich, diverse and sustainable places for people—beautiful works that allow people to connect to the environment and that respect the community's cultural, historical, and environmental heritage.

Economics + Real Estate Consulting

CSG's economic and real estate consulting services draw from the advising team's experience, education, and a culture that integrates allied disciplines to enhance the appropriate solutions. The firm's approach draws upon its knowledge of growth management techniques in many state settings, local regulatory constraints, infrastructure systems and design, public finance, awareness of the needs in the private marketplace, preferred land use forms, aesthetics, emerging trends in development, and the linkages among infrastructure, economic development as well as the character of the built environment. This knowledge enables our clients to choose critically between alternatives and implement

a strategy or master plan that is flexible, cost effective, sustainable, and marketable—attributes sought by both our public and private clientele.

Urban Analytics

The Urban Analytics team is a blend of highly experienced professionals with a proven track record of meeting client needs across community planning initiatives, institutions and agencies, private development, litigation matters, public and private utilities, and public and private funding strategies.

The complexity of managing public and private resources requires moving beyond simple facts more than ever—it requires transforming data into insight. Ignoring fact-based management has also never been more risky. Making decisions in both public and private markets without analytics will either be lucky or wrong.

Our focus on meeting client needs maximizes opportunities by providing data-driven insights gained through analysis of a community's physical, social, and economic elements. The extensive use of data, statistical and quantitative analysis, and explanatory and predictive models is the foundation of fact-based management to drive decisions and actions.

Wayfinding Planning and Design + Environmental Graphics

Our Wayfinding practice prides itself on creating unique, seamless, and functional systems for complex environments. We build legible communities by creating effective systems with a clear developed strategy—which demands specialist knowledge. One size does not fit all in wayfinding, and before we start our design process, we define a number of standards that have become best practices. We take into account natural features and notable landmarks, the range of users, and the goals and aspirations of the client and key stakeholders. By studying why people behave the way they do, and how they understand their environment, we can provide information in the way those users naturally receive it—making wayfinding intuitive and enhancing the overall experience of locals and visitors.

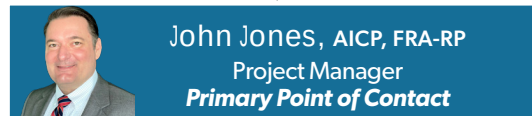
Organizational Chart

GAI's Community Solutions Group (GAI-CSG) team is comprised of seasoned community redevelopment specialists, urban planners, GIS specialists, designers, financial analysts and place-makers who have worked on both public-sector, private-sector redevelopment projects. The GAI-CSG team has the requisite depth of expertise across the full spectrum of community redevelopment, planning, urban economics and implementation for public, private, and institutional clients. Our understanding of "both sides of the fence" creates value for the City of Holly Hill Community Redevelopment Agency and allows us to develop an implementation plan and

policies for the City's vision that are pragmatic from the private sector vantage point, while supporting and advancing the long-term aspirational goals of the community. The team—led by John Jones as Project Manager—is supported by a specialized group of CSG staff, specifically assembled for this project. We are confident in our team's commitment of availability to the project, and their capabilities and professional experience, to achieve the CRA's redevelopment objectives through a collaborative and energizing process with the City.



COMMUNITY REDEVELOPMENT AGENCY AND THE CITY



Tom Kohler
Community Redevelopment Advisor

TECHNICAL RESOURCES

REDEVELOPMENT/PLANNING

A. Blake Drury, AICP
Director, Planning and Urban Design

John Jones, AICP, FRA-RP
Senior Project Planner

Claudia Ray
Senior Project Planner

Jordan Kowalchik
Project Planner

URBAN ECONOMICS/FINANCE

Laura Smith, MPA, FRA-RA
Financial Analyst Manager

Owen Beitsch, PhD, FAICP, CRE
Senior Director, Economics

Natalie Frazier, MBA
Assistant Urban Analytics Manager

Hannah Hollinger, LEED® AP O+M
Project Planner / GIS Specialist

PUBLIC ENGAGEMENT

Claudia Ray
Senior Project Planner

Dawn Welsh, LEED® AP, CNU-A
Senior Project Planner

Jordan Kowalchik
Project Planner

Andrea Penuela, PLA
Landscape Architect

URBAN DESIGN + GRAPHICS

Keith Oropeza, ASLA, PLA
Director, Landscape Architecture

Andrea Penuela, PLA
Landscape Architect

Ian Molgaard, LEED® Green Associate
Landscape Designer

Ana Kimelton, SEGD
Director of Wayfinding and Environmental Graphics

Leadership and Key Staff Resumes

John has over 29 years of experience in economic development, community redevelopment, land planning, impact fees and community visioning. He has authored numerous community redevelopment plans and economic development master plans.

HIGHLIGHTED EXPERIENCE

- » Winter Park CRA Update, City of Winter Park, Florida. Project Manager. Update of the Winter Park Community Redevelopment Plan included the preparation of three Finding of Necessity Reports to expand the Community Redevelopment Area and also prepared a request for a twenty-year extension of the operational timeframe of the Community Redevelopment Agency from Orange County Government. CRA Plan update was based on extensive public engagement and stakeholder interviews. CRA Plan update focus areas addressed Housing for All (affordable housing inventory), Environmental Infrastructure (stormwater, sanitary sewer) improvements and Multi-Modal Transportation safety improvements.
- » Groveland CRA Plan Update, Extension, and Expansion, City of Groveland, Florida. Project Manager. Update of the Groveland Community Redevelopment Plan included the preparation of a Finding of Necessity Reports to expand the Community Redevelopment Area and also prepared a request for a twenty-year extension of the operational timeframe of the Community Redevelopment Agency from Lake County Government. CRA Plan update was based on extensive public engagement and stakeholder interviews. CRA Plan update focus areas addressed the pending realignment of SR-50 around the Downtown, downtown housing development, environmental infrastructure (stormwater, sanitary sewer) improvements and multi-modal transportation safety improvements.
- » Groveland Planning and CRA Support, City of Groveland, Florida. Project Coordinator for daily operation Groveland CRA for the past 6 years. Project Coordinator duties include preparation and presentation of monthly CRA Governing Board Meeting Agendas, special reports and presentations. Duties also include preparation of Annual Reporting requirements, special studies and preparation and distribution of developer information packets and incentives proposals.
- » High Springs CRA Trails and Parks, City of High Springs, Florida. Task Manager-Senior Planner. Update of the High Springs Community Redevelopment Plan included the extension of the operational timeframe of the Community Redevelopment Agency. Production tasks included preparation of open space and park inventories in CRA and facilitating several community and neighborhood input meetings. Neighborhood input meetings identified redevelopment opportunities, desired amenities and identified a range of public improvement and public facilities improvements.
- » Oldsmar CRA Extension Feasibility, City of Oldsmar, Florida. Project Manager. Update of the Oldsmar Community Redevelopment Plan included the preparation of a Pinellas County Special District evaluations that addresses the potential extension of the operational timeframe of the Oldsmar CRA in light of Pinellas County requirements. The City of Oldsmar is contemplating extending the operational timeframe of the Oldsmar CRA to facilitate and accommodate the anticipated development of the Oldsmar Town Center. The development of the Oldsmar Town Center will be a City/County/Community Redevelopment Agency and private sector developer partnership.

PREVIOUS EXPERIENCE

- » Pinellas Park Community Redevelopment Plan, Pinellas Park, Florida. Served as Project Manager for the update to the City of Pinellas Park's Community Redevelopment Plan and effort to extend the CRA's operational timeframe. The foundational elements of the Community Redevelopment Plan include the designation of a new 55-acre city center, renovation of its 29-acre community park and a complete street design for 78th Avenue that connects the two activity nodes. The master planning effort was designed to incentivize private sector investment around the area, consolidate facilities, create a walkable community and enhance the community's amenities to its residents. The Plan includes a detailed implementation strategy that addresses the redevelopment of opportunity sites and installation of capital improvements.
- » Fort Pierce Community Redevelopment Plan Update, City of Ft. Pierce, Florida. Project Manager for the update of the 2001 Community Redevelopment Plan to reflect changes in the conditions of the CRA subsequent to the 2001 Plan's adoption and the current implementation status of long-term redevelopment projects.
- » Lake Wales Community Redevelopment Agency Plan Update, Lake Wales, Florida. Project Manager. The Lake Wales CRA Plan update addressed three (3) distinct CRA areas and historic downtown.



John Jones, AICP, FRA-RP, Senior Project Planner | Economic Development/ Redevelopment Planner

ROLE: Project Manager/Primary
Point of Contact

john.jones@gaiconsultants.com

EXPERTISE

Economic Development, Community
Redevelopment, Land Planning, Community
Visioning

EDUCATION

Master of Public Administration, University of
Central Florida, 1991

BS Economics, University of Central Florida, 1989

CERTIFICATIONS

Certified Planner #023074, 2008

Certified Redevelopment Planner (FRA-RP), 2011

AFFILIATIONS

Florida Redevelopment Association (FRA), Board
Member, 2018-2023

American Planning Association (APA)

American Institute of Certified Planners (AICP)

**COMMUNITY
SOLUTIONS
GROUP**



Tom Kohler, MPA, Senior Director, Urban Analytics

ROLE: Community Redevelopment
Advisor

t.kohler@gaiconsultants.com

EXPERTISE

Community and Redevelopment Planning, Public-Private Partnerships, Developer Negotiations
Downtown Management

EDUCATION

MA, Urban Planning, Texas A&M University
BA, Economics, Texas A&M University

CERTIFICATIONS

Certified Trainer, Florida Redevelopment Academy
Harvard University John F. Kennedy School of
Government Program for Senior Executives in
State and Local Government

AFFILIATIONS

International Downtown Association, Past
Chairman
Florida Downtown Development Association
(Florida Redevelopment Association), Past
Chairman
Orange County Library Board of Trustees, Past
President
Friends of Library Board of Directors, Past President
Metro Orlando Urban League's Board of Directors,
Past President
Boys and Girls Clubs of Central Florida, Board of
Directors, Past President
Walt Disney World Community Service Awards
Member

**COMMUNITY
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Mr. Kohler has extensive experience in strategic planning and public policy, project implementation strategies, and public-private negotiations. He has been instrumental in developing partnerships with the private sector and negotiating public-private partnerships.

Mr. Kohler culminated 26 years of public service as a senior executive with the City of Orlando, more than 22 years of that time serving as Executive Director of Orlando's Downtown Development Board and Community Redevelopment Agency (CRA). In his capacity as director of these two public organizations, he was involved in the planning, programming, and development of more than \$500 million in public and private ventures.

HIGHLIGHTED EXPERIENCE

- » Continuing services contracts over the years with a number of communities / agencies. Services included assisting in the expansion of CRAs (tax increment districts), completing documentation of "Findings of Necessity" under FS Chapter 163, developing tax increment incentive policies, developing requests for qualifications (RFQ) / requests for proposals (RFP) for infill redevelopment sites, assisting in negotiating developer agreements, and supporting master economic planning initiatives in Florida.
- » Mr. Kohler has served on panels for the Florida Redevelopment Association and International Downtown Associations related to parking as an economic development tool, financing facilities, and supporting redevelopment initiatives.
- » Mr. Kohler is an instructor for the Florida Redevelopment Association Academy for the certification of community development directors. The three courses he teaches deal with Developing Incentive Policies, Capacity Building, and Planning Strategically.
- » Policy or Strategic Redevelopment Planning
 - Downtown Orlando Redevelopment Plan, Orlando, Florida
 - Johnson City Redevelopment Authority, Johnson City, Tennessee
 - Fort Lauderdale Community Redevelopment Incentive Policies, Fort Lauderdale, Florida
- » Comprehensive Planning
 - Crystal River Waterfront District Plan, Crystal River, Florida
 - Economic Development and Comprehensive Plan Update, Huntingburg, Indiana
 - Comprehensive Plan Update, Dillsboro, Indiana
 - Chicago Avenue Health Corridor, Chicago, Illinois
 - Clermont Downtown Master Plan, Clermont, Florida
 - Orange Blossom Trail (OBT) Corridor Master Plan, Orange County, Florida
 - Public/Private Development Incentive Policies / Negotiations
 - Baldwin Park / Naval Training Center, Orlando, Florida – Closure and Negotiations
 - Hampton Inn / Parking Structure, Bradenton, Florida
 - Orlando City Hall / City Commons, Orlando, Florida
 - City View Mixed-Use / Office / Retail, Orlando, Florida
 - Aloft Hotel / Parking Structure, Asheville, North Carolina
 - Host Dime Headquarters, Eatonville, Florida
 - Post at Park Place Multifamily Midrise Rental Project, Orlando, Florida
 - Echelon at Cheney Place Multifamily Midrise Project, Orlando, Florida
- » Tax Increment District Plan / Community Redevelopment Area Plans
 - CRA, City of Kissimmee, Florida
 - CRA, Town of Eatonville, Florida
 - CRA, Cape Coral, Florida
 - CRA, Inverness, Florida
 - US 27 Corridor CRA Plan, Polk County, Florida
- » Special District Plans
 - Pine Hills, Orange County, Florida
 - OBT Safe Neighborhood Plan, Orange County, Florida
 - Cocoa Diamond Square, Cocoa, Florida
 - Orlando Health Development District, Orlando, Florida



Laura Smith,

MPA, FRA-RA
Financial Analyst
Manager

ROLE: Urban Economics/Finance

l.smith@gaiconsultants.com

EXPERTISE

ArcGIS, Municipal Planning, Land Development Codes/Regulations, Data Analytics, CRA Redevelopment Plans

EDUCATION

MURP, Urban and Regional Planning, 2015, University of Central Florida

MPA, Public Administration (Pi Alpha Alpha), 2008, University of South Florida

BA, Political Science, 2006, University of South Florida

CERTIFICATIONS

Certified Trainer, Florida Redevelopment Academy

AFFILIATIONS

Lake County Planning & Zoning Board

The Florida Redevelopment Association - Academy Faculty

**COMMUNITY
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Ms. Smith serves as Financial Analyst Manager within GAI's Community Solutions Group (CSG), where she conducts and oversees the research and analysis of market, economic, and demographic data; commercial, industrial, and multifamily performance indicators; census data; and employment statistics for various products of the firm. Ms. Smith served as a professional municipal planner for 6 years, expanding her expertise to include writing and updating land development codes, development plan reviews, comprehensive plan rewrites and updates, comprehensive plan Evaluation and Appraisal Reports (EAR), Community Redevelopment Agency (CRA) Findings of Necessity (FON), and redevelopment plans.

Ms. Smith is a graduate of University of South Florida, with an MPA in Public Administration and a BA in Political Science. She also earned her master's certificate in Urban and Regional Planning from the University of Central Florida. She currently serves on the Planning and Zoning Board of Lake County, Florida.

HIGHLIGHTED EXPERIENCE

- » Crystal River CRA Redevelopment Plan, City of Crystal River, Florida. Senior Analyst responsible for data collection and analysis necessary to update the CRA redevelopment plan. Elements included scheduling of adoption process, drafting of any inter-local agreements, preparation of initial budgets for program implementation, incorporation of the Waterfront District Concept Plan & Strategies and Incentive Program recommendations, preparation of tax increment revenue projections, identification of potential capital improvements, and site analysis for key development initiatives within the CRA.
- » High Springs CRA, City of High Springs, Florida. Senior Analyst responsible for data collection and analysis to support preparation of a FON for the CRA. Elements included identification of specific boundary area that would support the updating of the current CRA plan, documentation of the specific elements that justify the criteria for meeting the definition of slum and blight as delineated by statute, and preparation of schedule for adoption process and specific documents as required in *F.S. Chapter 163 (III)*.
- » SR 200 / A1A Corridor Design Plan, Nassau County, Florida. Senior Analyst in charge of data collection and analysis of potential development and/or redevelopment sites, identifying the competitive environment for appropriate uses at these sites, and preparing estimates of site development potential for the targeted uses along the entire SR 200 / A1A corridor.
- » Mount Dora Vision Update and EAR, City of Mount Dora, Mount Dora, Florida. Senior Analyst responsible for evaluating the comprehensive plan, facilitating public engagement, and updating the City's vision.
- » Financial / Market Assessment, Orange Blossom Trail Development Board, Orlando, Florida. Senior Analyst responsible for data collection and analysis. GAI's CSG estimated supportable levels of development for various land uses along the 8-mile segment of the Orange Blossom Trail (OBT) corridor, which is the focus of OBTNext.
- » Bartow City Master Plan, City of Bartow, Florida. Senior Analyst in charge of examining future trends for the City and the adjacent region; conducting population, housing, and employment projections; identifying comparable area for benchmarking fiscal assessment modeling to determine opportunities and constraints of future growth; and supporting any additional master plan efforts for the City of Bartow.
- » Clermont CRA Redevelopment Plan, City of Clermont, Florida. Senior Analyst responsible for data collection and analysis to support a FON and CRA redevelopment plan update. Elements included identification of potential areas to be considered for the expansion of the existing downtown CRA area, identification and documentation of the criteria substantiating the FON requirements, preparation of specific documents as required in *F.S. Chapter 163 (III)*, update of existing plan recommendations, identification of specific capital improvements and potential funding sources, development of tax increment revenue projections, and identification of potential catalytic development opportunities.
- » New Smyrna Beach Coastal Community Resiliency Program, New Smyrna Beach, Florida. Financial Analyst. GAI's CSG team led City staff and Commission in defining and developing a year-long 2018 program of facilitated community conversations regarding community sustainability across a range of targeted issues, such as environmental, economic, and equity topics. Ms. Smith also assisted with facilitating some of the key sessions, which were heavily attended by the community.



A. Blake Drury,

AICP, Director, Planning and Urban Design

ROLE: Redevelopment/Planning

b.drury@gaiconsultants.com

EXPERTISE

Urban Design, Master Planning, Transportation Planning

EDUCATION

MS, Planning, 1998, University of Tennessee, Knoxville, Tennessee

BA, History (Cum Laude), 1996, University of Florida, Gainesville, Florida

LICENSES/REGISTRATIONS

American Institute of Certified Planners, #017026

AFFILIATIONS

American Planning Association

University of Central Florida, Adjunct Instructor (2007–2014)

City of Orlando, Municipal Planning Board 2019–Present (Chair 2023)

**COMMUNITY
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Mr. Drury is an urban designer and city planner focused on creating livable communities. For the past 25 years, he has developed plans for public-sector clients in urban, suburban, and rural settings across North America—including initiation, conceptualization, and design of large-scale neighborhood redevelopment projects, downtown plans, and numerous transit station area planning programs. He also has extensive experience helping private-sector clients develop visions and principles to guide new communities, including master plans for many traditional neighborhood development design projects throughout the Southeast United States. Mr. Drury is frequently invited to speak at professional events throughout the region, and previously served as an Adjunct Instructor at the University of Central Florida for 7 years teaching urban design at the graduate and undergraduate levels.

HIGHLIGHTED EXPERIENCE

- » South Main Street Complete Street, Gainesville Community Redevelopment Agency (CRA), Gainesville, Florida. Planner for transformative community-driven plan consisting of lane reductions, protected bike lanes and dedicated trails, traffic-calming roundabouts, rain gardens, back-in angled parking, and enhanced pedestrian facilities within contemporary urban streetscape design.
- » Downtown and Waterfront Master Plan, Clermont, Florida. Lead Urban Designer. Master planning for downtown and lakefront focused on leveraging park amenities and repositioning downtown for increased redevelopment activity.
- » Downtown Maitland Master Plan, Maitland, Florida. Project Manager. Master planning for redevelopment and market repositioning of inner-ring suburban downtown. Plan outlines public realm improvements and guidance for infill redevelopment.
- » Downtown Master Plan, Ocoee, Florida. Project Director. Master planning focused on improved public realm and redevelopment for historic downtown in suburban Orlando including establishment of a vision framework of goals and objectives, a physical master plan for downtown, a prioritized list of streetscape and park projects, and a framework for a form-based code overlay.
- » City of Mount Dora Comprehensive Plan and Evaluation and Appraisal Report (EAR), Mount Dora, Florida. Project Manager. Developed EAR and EAR-Based Comprehensive Plan Amendments for high-quality character town in Central Florida.
- » SR200-A1A Corridor Master Plan | Nassau County, Florida. Project Manager. Two-year intensive planning effort for Nassau County to reimagine the main corridor connecting one of the fastest growing communities in the state. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.
- » Envision St. Cloud Citywide Master Plan, St. Cloud, Florida. Project Director. Citywide master plan addressing systems such as roads, parks, and land uses, attracting employment and promoting job growth, enhancing overall community character, and establishing a vision for possible future annexations.
- » SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida. Project Manager. Areawide master plan that involved the creation of urban development visions for key sites to articulate opportunities, explore land use options, and ultimately promote the potential of the area. Plan promotes improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.
- » Denning Drive Complete Street, Winter Park, Florida. Project Manager. Conceptual transportation and urban design planning for four-lane to three-lane road diet, including separated multi-use trail and improved streetscape.
- » SR200-A1A Corridor Master Plan, Nassau County, Florida. Project Manager. Two-year intensive planning effort for Nassau County to reimagine the main corridor connecting one of the fastest growing communities in the state. The Corridor Master Plan guides these new growth patterns that provide greater access to employment, housing, and commercial amenities for area residents in a manner that preserves natural habitat, mitigates for traffic congestion, establishes efficient land use patterns, encourages health and wellness, and facilitates a livable and sustainable community.



Claudia Ray, MS

Senior Urban Designer and Planner

ROLE: Public Engagement;
Redevelopment/Planning

c.ray@gaiconsultants.com

EXPERTISE

Urban Design, Corridor Plans, Complete Streets, Outreach and Engagement, Bi-Lingual (English, Spanish)

EDUCATION

MS, Architecture and Urban Design, 2012,
Columbia University

B. Architecture, 2005, Universidad Simon Bolivar,
Venezuela

AFFILIATIONS

American Planning Association (APA)

City of Orlando Municipal Planning Board, past
Member (2015-2018)

**COMMUNITY
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Ms. Ray is a creative, forward-thinking Senior Project Planner and Urban Designer within GAI's Community Solutions Group (CSG). She has more than 17 years of experience working with public, private, and institutional clients on planning, landscape design, and architecture projects of all scales. Ms. Ray's award-winning work demonstrates her proven ability to envision, design, and implement strategies while understanding the place, and listening to stakeholders and clients. Project management and leadership skills empower Ms. Ray to create and develop livable cities and communities. She has a clear understanding of different scales of the built environment, its social and economic dynamics, governance, and private development.

HIGHLIGHTED EXPERIENCE

- » OBTNext, A Corridor Master Plan for the Orange Blossom Trail (OBT) Corridor, Orange County, Florida. Project Manager and Urban Designer/Planner of a Master and Implementation plan for an 8-mile segment of the OBT corridor in Orange County, Florida. Ms. Ray's responsibilities on the project included the creation, coordination, and participation of a multijurisdiction public, social, and online engagement campaign; leading walking audits, community, and stakeholder meetings; identification of existing issues and opportunities through public input and data analysis; development of a vision, framework, action, and implementation plan; design of five catalyst sites; and identification of and identification of future development and infrastructure projects. Ms. Ray was responsible of the production and content of all the reports and final master plan. The OBT Development Board initiated the planning effort to specifically identify and address issues impacting the corridor's viability. OBTNext is the first-ever comprehensive master plan prepared for this 8-mile segment of the OBT corridor. This master plan is one of three plans created. The other two are the Community Redevelopment Area (CRA) Plan Update and the Safe Neighborhood Plan Update. The OBT Master Plan lays out a roadmap for OBT as an area that can be economically competitive and social relevant in today's world. The plan seeks to respond to the changing economic environment, as well as the evolving demographic and market conditions in the community. It is organized to ensure that incremental moves occur within a larger framework and are aligned with a future vision of the OBT corridor and surrounding neighborhoods developed by the community. For more information, visit www.obtnext.com
- » Eatonville CRA Plan Update, Town of Eatonville, Eatonville, Florida. Lead Urban Designer and Planner for the Eatonville CRA Plan Update. Ms. Ray was responsible on leading coordinating, and preparing content for community meetings; analysis and understanding the existing street network, building inventory, and future land use; identification of key infill redevelopment sites, future uses, and access and connectivity improvements; design of master plan based on the communities input; and creation of final project presentation. CSG partnered with the University of Central Florida and Winter Park Health Foundation to provide a CRA plan for the historically African-American Town of Eatonville. One of the most important strategic components was guiding the Town's planning efforts on the master planning of a 95-acre tract owned by Orange County School District. Based on the community input, the master plan included a mix of office, retail, residential, open space, and civic uses, including a museum located next to the existing library. The team has been involved in all aspects of securing this project, from the initial meetings, to site selection, coordinated engineering services, and grants for infrastructure to support development. Specific services have included the preparation and drafting the request for qualification (RFQ) and request for proposal (RFP) documents, based on the master plan, to solicit and identify prospective developers, and guiding the selection process.
- » City of Zephyrhills CRA Plan and Design Standards Update, City of Zephyrhills, Florida. Project Manager and Urban Designer/Planner Lead of the update to the City of Zephyrhills, FL CRA Plan and Design Standard. The Plan update will include identifying existing issues and opportunities through public input and data analysis; developing a vision, framework, action, and implementation plan; designing catalyst sites; and identifying and identifying future development and infrastructure projects.
- » Warehouse Arts District and Deuces Live Action Plan, St. Petersburg, Florida. Project Manager and Lead Urban Designer/Planner of a public realm framework and action plan. Ms. Ray's responsibilities on the project included creation and coordination of public and online engagement campaign; development of an overall vision and street framework; design of key streets and parks; identification of future infrastructure projects and programmatic and organizational actions; interfacing with Engineers on cost estimates of potential projects; and creation of final action plan report and schematic design packages.



Keith Oropeza,

PLA, ASLA

Landscape Architecture Director

ROLE: Urban Design + Graphics

k.oropeza@gaiconsultants.com

EXPERTISE

Landscape Architecture

EDUCATION

BLA, Landscape Architect, 1981, Louisiana State University

LICENSES/REGISTRATIONS

Professional Landscape Architect (PLA): FL – 1984, #LA0001023

CERTIFICATIONS

Council of Landscape Architectural Registration Board (CLARB), 2017

AFFILIATIONS

American Society of Landscape Architects

Key West Botanical Garden and Tropical Forest – Board of Directors, 2022–present

City of Orlando, Florida Historic Preservation Board, Board Member, 2013–2015

Harry P. Leu Botanical Gardens, Past Board of Trustees and Chairman, 2008–2011

Downtown Development Board, Orlando, Florida, Past Board Member and Vice Chairman, 2004–2008

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Mr. Oropeza has more than 4 decades of experience designing and leading a variety of project types from planning to site-specific design, resort, theme park, and healthcare facility projects. He has extensive local, national, and international experience. Key U.S. clients include Universal Studios, Discovery Cove, Sea World, Busch Gardens Tampa, Royal Pacific Resort, and Florida Hospital. International clients include Chihpen Springs Resort, Taiwan; Discovery Lakes, Shenyang, China; Brooklin Village, São Paulo, Brazil. Additionally, Mr. Oropeza has worked in Washington, D.C., as part of a security enhancement team for various U.S. Embassies worldwide.

HIGHLIGHTED EXPERIENCE

- » Orlando Downtown South Complete Streets Conceptual Master Plan, Downtown South Neighborhood Improvements District (DSNID) / City of Orlando, Florida. Project Manager/Designer. GAI is leading a conceptual master plan for the streets within Orlando's DSNID. This includes developing an achievable vision that defines the appropriate role for each of the major and minor streets within an overall mission of enhanced livability, value, and multimodal access. Since the completion of the Complete Streets Plan, CSG has continued to work with the DSNID on street enhancements via the Orange Avenue streetscape and Division Avenue Urban Trail projects as partnerships with FDOT. GAI's scope of services included landscape architecture, design, urban design, and planning.
- » Florida Avenue Bikeway, City of St. Cloud, Florida. Project Manager/Designer. GAI is providing conceptual design services that explore streetscape opportunities to allow multiple modes of transportation along this low-volume corridor that stretches from Lakeshore Boulevard to 17th Street in the City of St. Cloud. Possible solutions include a bike/pedestrian trail in the median only; shifting vehicular traffic to one side with bike and pedestrian uses on the opposite side of the median; and placing a trail on one side of the ROW corridor.
- » Grand Boulevard Complete Streets, City of New Port Richey, Florida. Project Manager/Designer. The City of New Port Richey sought to construct approximately 1.5 miles of multiuse trail in the Grand Boulevard ROW from Pithlachascotee River Bridge south to Marine Parkway. GAI was commissioned to execute phase 1 of the project, which included survey of the corridor, analysis of existing conditions, gathering of City input; and development of concept plans, construction costs, and a construction phasing approach based on budget. The approved conceptual plans included new trail alignment, intersection tables, roadway realignment, patterned and textured pavement for improved crosswalks, lighting, and trail signage.
- » North River Road Complete Streets, City of New Port Richey, Florida. Project Manager/Designer. GAI is providing traffic calming and "Complete Streets" design for an approximately 0.35-mile segment of River Road. The scope includes survey, review of existing water management district plans, public input, and ROW access for pedestrians and bicyclists. The preliminary design plans may include features such as sidewalks, roundabouts, mini-circles, curb extensions, chicane, neck-down solutions, intersection tables, patterned and textured pavement.
- » Bayview Park Master Plan, Key West, Florida. Located in the heart of Key West, this property has historic significance as it is home to several important monuments, the City's central tennis center, baseball field and is home to several annual festivals. The property represents a significant amount of open space that is slowly vanishing with the City proper. Our task is to integrate these components along with the new children's playground and stormwater in a low impact design solution. The plan illustrates new architectural elements such as restrooms, shade structures, and a pro shop to support the city's tennis needs. The project will integrate existing components to be saved with new elements to support public needs. The task includes conceptual architectural designs, landscape and hardscape master plan, on-site street parking improvements, stormwater management consideration, public workshops, and presentations along with the development of a master plan level opinion of probable cost.
- » Rummell Road Trail, St. Cloud, Florida. Rummell road is an important link between St. Cloud's waterfront Park and Chisum Park. Currently there is no pedestrian connection along this roadway that links the parks. CSG design a new trail system along Rummell Road that connects these parks. The roadway is constrained with open drainage, site line issues and canal crossings. CSG devised multiple concepts and presented these ideas to the public through a series of in person workshops. After the public input process CSG developed on final plan that was approved by the City Commission for implementation.



Ana Kimelton,

SEGD

Director of Wayfinding and Environmental Graphics

ROLE: Urban Design + Graphics

a.kimelton@gaiconsultants.com

EXPERTISE

Industrial and Graphic Design

EDUCATION

BFA, Industrial Design, 2013, Savannah College of Art and Design

BS, Graphic Design, 2010, Instituto de Diseño de Caracas

BS, Industrial Design, 2007, Instituto de Diseño de Caracas

SPECIALIZED EXPERIENCE

Adobe Creative Cloud (Photoshop, Illustrator, InDesign, Flash, After Effects, Premier)

AutoCAD

3ds Max

Rhino

SketchBook Pro

KeyShot

SketchUp

AFFILIATIONS

The Society for Experiential Graphic Design (SEGD)

University of South Florida Digital Marketing Advisory Board

**COMMUNITY
SOLUTIONS
GROUP**

Ms. Kimelton is the Director of Wayfinding and Environmental Graphics in GAI's Community Solutions Group (CSG). With 13 years of experience, including in wayfinding design and planning, she is a passionate Graphic and Industrial Designer, who is vastly skilled with product design and development, branding and corporate identity. Ms. Kimelton is self-motivated, creative, versatile, and knowledgeable in both 2D and 3D design work. Her background in industrial design gives her extensive knowledge of fabrication and materials, as well as experience with construction documents for retail commercial interior renovations and build-out supervision. She has both analytic and creative thinking—allowing her concepts to be data driven and data oriented. Her designs are well thought out and consider the project character and goals. Research plays a big part in her design methodology. Ms. Kimelton has worked on national and international projects for cities, including Buena Park, Daytona Beach, Kuala Lumpur, Oklahoma City, and Naples. She has also performed on campus wayfinding for the University of Florida, Central Michigan University, New Jersey Institute of Technology, and Virginia State University.

HIGHLIGHTED EXPERIENCE

- » Gainesville Park Wayfinding, City of Gainesville, Gainesville, Florida. Wayfinding Senior Planner and Designer responsible for creating a wayfinding master plan for the City of Gainesville's parks. Ms. Kimelton created a unique system that unifies the different parks within the city. The wide palette of signs takes into consideration the needs and challenges presented in all park types, while leaving room for customization in order to highlight the unique brand and/or features of each park.
- » I-Drive Signage and Wayfinding, Orange County, Florida. Wayfinding Senior Planner and Designer. Ms. Kimelton is creating a wayfinding master plan for the I-Drive tourist district. Currently in the design stage, the goal of the system is to help visitors find the appropriate parking for their destination and encourage exploration once the visitors have parked. The I-Drive tourist district comprises 8 unique subdistricts, which will be highlighted and differentiated by the wayfinding system. Once implemented, the system will define the district and subdistricts' brands, and define destinations and entertainment the district has to offer.
- » City of St. Cloud Downtown Wayfinding, St. Cloud, Florida. Wayfinding Senior Planner and Designer. Ms. Kimelton was responsible for creating a wayfinding program for the historic downtown area of St. Cloud, Florida, while coordinating with the Florida Department of Transportation (FDOT) to implement signage on the main entrance to the downtown area (a state road).
- » Lake Lorna Doone Park Graphics + Wayfinding, Florida Citrus Sports, Orlando, Florida. Wayfinding Senior Planner and Designer. GAI's CSG is providing wayfinding planning and design as part of the effort to revitalize this historic park in downtown Orlando, located adjacent to the Citrus Bowl. Florida Citrus Sports (FCS) hired GAI to create a comprehensive and coordinated graphic and signage wayfinding system for the park that will inform visitors where to park depending on what amenities they want to visit. Once parked, the system will communicate how to locate those amenities/park features. In addition, FCS wishes to create a donor/sponsor commemorative element that is graphically consistent with the wayfinding system.
- » Sebastian Wayfinding and Parks Signage Plan, City of Sebastian, Sebastian, Florida. Wayfinding Senior Planner and Designer. Ms. Kimelton created a family of signs to follow the brand and unique character of the City of Sebastian. She also created a bid document for the fabrication of the sign designs, as well as an implementation plan, based on the improvement plan developed after a city-wide sign survey.
- » Pasco Parks and Recreation Master Plan Capital Improvement Program (CIP) Public Awareness, Consensus Communications, Inc., Pasco County, Florida. Wayfinding Senior Planner and Designer for the development and implementation of a public awareness campaign for the Pasco County 2015 Parks and Recreation Master Plan recommendations. Ms. Kimelton created all graphics communications. These consisted of a logo, an insert, and social media materials to aid the campaign.



Owen Beitsch,

PH.D, FAICP, CRE

Senior Director, Economic and Real Estate Advisory Services

ROLE: Urban Economics/Finance
o.beitsch@gaiconsultants.com

EXPERTISE

Affordable Housing, Redevelopment Planning, Public Finance, Economic Analysis, Market Analysis, Developer Negotiations, Public-Private Partnerships

EDUCATION

PhD, Public Affairs, University of Central Florida
 Masters of Urban and Regional Planning (MURP), Florida State University

LICENSES/REGISTRATIONS

Fellow, American Institute of Certified Planners (AICP)
 Counselor of Real Estate (CRE)
 Real Estate License: FL, #SL595584

CERTIFICATIONS

Certified Trainer, Florida Redevelopment Academy

AFFILIATIONS

Affordable Housing Work Group, Florida Chapter of the American Planning Association
 American Institute of Certified Planners
 Associate Editor, Real Estate Issues
 Mayor's Housing Advisory Panel, City of Orlando
 Orlando Housing Authority, Commissioner
 Orlando Neighborhood Improvement Corporation, Chairman
 The City of Winter Park, Florida, Economic Advisory Board

**COMMUNITY
SOLUTIONS
GROUP**

Dr. Beitsch is active in the management and execution of complex studies for public and private clients, and focuses on special real estate issues, as demonstrated by his civic and business activities. He has held an active leadership role in the Tampa Downtown Partnership, and is a founding member of the Orlando Neighborhood Improvement Corporation (ONIC), having served as chairman for 4 years. Dr. Beitsch also served for 8 years on the Orlando Housing Authority Board of Commissioners. In 2010, he was named a Fellow in the American Institute of Certified Planners, the highest honor bestowed in the urban planning profession and awarded to only about 3% of those achieving certification. He is currently Chair of the Xentury City Community Development District, a major tourist area in Osceola County; he also served as a member of the Winter Park Planning and Zoning Board.

HIGHLIGHTED EXPERIENCE

- » SR 429 Land Use + Economic Development Study, Cities of Ocoee and Winter Garden, Florida. Lead Economist for areawide master plan that involved the creation of urban development visions for key sites that can be used to articulate opportunities, explore land use options, and ultimately promote the potential of the area. The visions are supported by concepts for land use and circulation patterns intended to promote improved value, efficient delivery of services, and the ability to capitalize on the unique resources the two communities share.
- » Financial / Market Assessment, Orange Blossom Trail Development Board, Orlando, Florida. Lead Economist overseeing data collection and analysis. CSG estimated supportable levels of development for various land uses along the 8-mile segment of the Orange Blossom Trail (OBT) corridor, which is the focus of OBTNext.
- » City of Naples, Florida. Principal-in-Charge for tax increment projections for CRA.
- » City of Tallahassee CRA, Tallahassee, Florida. As Principal-in-Charge, oversaw data collection and analysis of supportable levels of development for various land uses within the Greater Frenchtown / Southside and Downtown District CRAs.
- » Economic Development Incentives Analysis, Melbourne, Florida. Principal-in-Charge. GAI was retained to submit economic analyses and a long-term financial plan for economic development incentives for a large-scale development within the City of Melbourne. (w/ firm Professional Services Completion: 2015; Construction Completion: N/A)
- » Employment Center Master Plan, City of Mount Dora, Florida. Principal-in-Charge for projected future retail and industrial development in proposed new employment center adjacent to Wekiva Parkway.
- » Regional Affordable Housing Initiative, Orange / Osceola / Seminole County, Florida. Working with a consortium of four local government partners—drawn from Orange, Seminole, and Osceola Counties, and the City of Orlando—CSG assisted with the completion of the first regional affordable housing initiative in Florida. These four local governmental authorities recognized shared strategies in order to provide a more powerful approach to mitigating this major regional barrier to sustained economic development. The plan created was given special recognition by the Florida Chapter of the American Planning Association for its exceptional approach and content.
- » Orange County Housing Authority, Orlando, Florida. Housing relocation and redevelopment plan.
- » Celebration, Kissimmee, Florida. Market and financial analysis for Disney planned resort housing.
- » Orlando Neighborhood Improvement Corporation (ONIC), Orlando, Florida. Lead Economist. In conjunction with ONIC, GAI's CSG helped secure the sale and conversion of several hundred units of military housing for private use. At the time, this project represented the state's largest redevelopment initiative focused exclusively on housing.
- » Panama City Beach Downtown Entertainment District Front Beach Road Corridor, Developer Implementation Panama City Beach, Florida. As part of a larger team, staff worked with the City for a period of approximately 6 months in client developer negotiations related to a series of land exchanges and creation of a special district for purpose of implementation. w/ firm; There are now about 1 million sf of retail development operating on ground lease at Pier Park in Panama City Beach.



Natalie Frazier, Assistant Urban Analytics Manager

ROLE: Urban Economics/Finance

n.frazier@gaiconsultants.com

EDUCATION: MBA, Business Administration, 2022, University of Florida; BA, Economics and Political Science (Double Major; Cum Laude), 2018, University of Florida

CERTIFICATIONS: Spatial Data Science: The New Frontier of Analytics (ESRI MOOC)

Ms. Frazier serves as the Assistant Urban Analytics Manager supporting GAI's Community Solutions Group (CSG). She takes an innovative approach to presenting key economic development data by using informative, easy-to-read, concise graphics that provide a snapshot of pertinent information. Her essential duties include delivering insights that educate and influence clients' economic business decisions; assisting with strategic, economic, and financial planning services; conducting economic and fiscal impact studies; and managing and designing market studies and reports for emerging communities. Natalie is a double graduate from the University of Florida, having earned an MBA in Business Administration in 2022 and a double-major BA degree cum laude in Economics and Political Science in 2018.

HIGHLIGHTED EXPERIENCE

- » Sebastian CRA Master Plan Update, City of Sebastian, Florida. Assistant Project Manager and Senior Analyst
- » High Springs CRA Strategic Plan/Finding of Necessity/CRA Master Plan, City of High Springs, Florida. Assistant Project Manager and Senior Analyst
- » East Tampa CRA Strategic Action Plan Update, City of Tampa, Florida. Project Economist
- » Mount Dora Citywide Vision and Evaluation and Appraisal Report (EAR), City of Mount Dora, Florida. Project Analyst
- » Bartow CRA Master Plan, City of Bartow, Florida. Project Economist



Hannah Hollinger, LEED AP® O+M, Project Planner/GIS

ROLE: Urban Economics/Finance

h.hollinger@gaiconsultants.com

EDUCATION: MS, Urban and Regional Planning, 2020, University of Central Florida; BS, Environmental Studies, 2017, University of Central Florida

CERTIFICATIONS: LEED Accredited Professional, #0011092569

Ms. Hollinger serves as a Project Planner for GAI's Community Solutions Group. She has a comprehensive background in utilizing GIS applications to conduct spatial analyses and modeling for tasks such as data verification, site selection, and land suitability analyses. Her experience enables her to identify communities' needs based on the existing urban character and incorporate sustainability into long-range planning and project goals.

HIGHLIGHTED EXPERIENCE

- » Orange Blossom Trail CRA Redevelopment Plan, Orlando, Florida. Project Planner.
- » Seminole County Future Land Use Analysis, Seminole County, Florida. Project Planner.
- » One Water Master Plan, Winter Haven, Florida. Project Planner.
- » Lakeland Catalyst, Downtown West, Lakeland, Florida. Project Planner
- » Parks and Recreation Master Plan, Alachua County, Florida. Project Planner
- » Comprehensive Management Plan, Wekiva Wild and Scenic River, Florida. Project Planner



Dawn Welsh, LEED AP®, CNU-A, Senior Project Planner

ROLE: Public Engagement

d.welsh@gaiconsultants.com

EDUCATION: MArch, Suburb and Town Design, University of Miami, 2004; BS, Urban Planning, University of Cincinnati, 2002

CERTIFICATIONS: LEED Accredited Professional, Green Building Certification Institute (GBCI), 2009
Congress for the New Urbanism Accredited (CNU-A)

Ms. Welsh serves as a Senior Project Planner for GAI's Community Solutions Group. A highly motivated urban designer with extensive planning and design experience ranging from design process management through to design production, her work in both the public and private sectors has led to the creation of residential, commercial, and mixed-use projects of varying scopes and scales. Prior to joining GAI, Ms. Welsh served as Director of Projects for a web development and marketing company, which bolstered her experience in design, business development, and client relations.

HIGHLIGHTED EXPERIENCE

- » Bartow Citywide Master Plan, City of Bartow, Bartow, Florida. Project Planner
- » Zephyrhills Community Redevelopment Agency (CRA) Economic Development Support, Zephyrhills, Florida. Project Planner
- » SR200 / A1A Corridor Design Plan, Nassau County, Florida. Project Planner
- » Florida Citrus Sports (FCS) Master Planning, Orlando, Florida. Project Planner
- » Jax Beach Marina Redevelopment, Windward Marina St. Augustine North, LLC, Jacksonville Beach, Florida. Project Planner



Jordan Kowalchik, Project Planner

ROLE: Public Engagement

j.kowalchik@gaiconsultants.com

EDUCATION: MS, Urban and Regional Planning, 2021, University of Central Florida; BA, Art History, 2019, Florida Atlantic University

Mr. Kowalchik serves as a Project Planner for GAI's Community Solutions Group. His previous experience working for municipalities gives him an understanding of public and private development processes that engage and benefit communities. His project experience includes master planning, site plan approvals, lot splits, plats, subdivision plans, annexations, and commercial and residential permitting.

HIGHLIGHTED EXPERIENCE

- » Zephyrhills CRA Plan Update, Zephyrhills, Florida. Project Planner.
- » Winter Park CRA Plan Update, Winter Park, Florida. Project Planner.
- » Ocoee CRA Plan Update, Ocoee, Florida. Project Planner.
- » Seminole County Parks and Recreation Master Plan, Seminole County, Florida. Project Planner.
- » PRMP, City of Jacksonville, Jacksonville, Florida. Project Planner.



Andrea Penuela, PLA, Landscape Architect

ROLE: Urban Design + Graphics; Public Engagement

a.penuela@gaiconsultants.com

EDUCATION: BLA, Landscape Architecture (Summa Cum Laude) (Minor: Wildlife Ecology and Conservation), 2017, University of Florida

LICENSES/REGISTRATIONS: Professional Landscape Architect (PLA): FL – 2022, #LA6667608

Ms. Penuela a Landscape Architect in GAI's Community Solutions Group, is identity focused, believing that the interweaving of the places we have been creates the people we are. Through landscape architecture, she strives to form the places that both represent and craft the identities of people and their communities..

HIGHLIGHTED EXPERIENCE

- » Lake Eola Park Master Plan, Orlando, Florida. Landscape Architect
- » City of Jacksonville Park Assessment and Plan, Jacksonville, Florida. Landscape Architect
- » Lorna Doone Park, Florida Citrus Sports, Orlando, Florida. Landscape Designer
- » Mount Dora Parks and Recreation Master Plan (PRMP), Mount Dora, Florida. Landscape Designer
- » Independence Square, Maitland, Florida. Landscape Designer



Ian Molgaard, LEED Green Associate, Landscape Designer

ROLE: Urban Design + Graphics

i.molgaard@gaiconsultants.com

EDUCATION: BS, Landscape Architecture (Minors: Business Administration and Sustainable Design), 2018, West Virginia University, Morgantown, West Virginia – Davis College of Agriculture, Natural Resources, and Design

CERTIFICATIONS: Leadership in Energy and Environmental Design (LEED) Green Associate, U.S. Green Building Council, 2016, #11071178 (Exp. 4/22/2024)

Mr. Molgaard serves as a Landscape Designer in GAI's Community Solutions Group. His strong work ethic, creativity, and design skills are complemented by his specialized experience with numerous design software.

HIGHLIGHTED EXPERIENCE

- » Orange County Signature Interchange Designs, Orange County, Orlando, Florida. Landscape Designer.
- » Turnpike Mainline Widening from Atlantic Avenue to Boynton Beach Boulevard, Florida's Turnpike Enterprise, Palm Beach, Florida. Landscape Designer.
- » Packing District Stormwater Park, Dr. Phillips, Inc., Orlando, Florida. Landscape Designer.
- » Lake Alfred Parks and Recreation Master Plan (PRMP) and Conceptual Planning for Central Park, Lions Park, and Mackay Gardens, City of Lake Alfred, Lake Alfred, Florida. Landscape Designer.
- » LaVilla Neighborhood Development Strategy, RummellMunz Partners, LLC, Jacksonville, Florida. As Landscape Designer,

Understanding Requested Services



Extend the Term

The City of Holly Hill has requested an in-depth analysis of the adopted Community Redevelopment Plan (2007), an update of the Community Redevelopment Plan and to affect a ten (10) year extension for the Holly Hill CRA operational timeframe beyond 2026 to 2036.

Establish/Reinforce Holly Hill Community Vision-Public Engagement

The Community Redevelopment Plan update will clarify and articulate a community vision for the Holly Hill Community Redevelopment Area that is based on extensive community engagement and outreach. Proposed community engagement and outreach activities will include a robust mixture of on-line (Website, survey, interactive maps), in-person discussions (at least two (2) Community Workshops) and interactive events (bus tour with community and thought-leaders) designed to provide the Holly Hill community a variety of ways to participate throughout the Holly Hill CRA Plan update process.

Present a Compelling Visual Path Forward

The Holly Hill Community Redevelopment Plan update will include visual examples, illustrations, three-dimensional simulations and fly-throughs and renderings of proposed public realm improvements, and anticipated private sector development and potential ultimate buildout that will realize the community vision, preferences and priorities identified through the public engagement process. The updated Community Redevelopment Plan will also include

streetscape design guidelines recommendations to activate the commercial corridors and reinforce Holly Hill's identity and visually themed public realm, while maintaining a high quality and safe transportation network throughout the CRA.

Targeted Private Sector Development

The Holly Hill CRA Plan update will provide images of future public realm improvements and a clear implementation schedule. The Holly Hill CRA Plan update will also provide images of desired private sector development, redevelopment opportunity sites and facilities locations and a menu of available regulatory and financial incentives for qualifying targeted development.

Developed In Accordance with Florida Statutes

The GAI/CSG team has prepared numerous Community Redevelopment Plan updates over several decades. We are very familiar with established and evolving regulations affecting community redevelopment agencies and their operations. The Holly Hill CRA Plan update will be developed in strict accordance with the requirements of Florida Statutes' Chapters 163.360 (Community Redevelopment Plans), 163.361 (Modification of Community Redevelopment Plans) and 163.362 (Contents of Community Redevelopment Plans).

Created in Charter County (Volusia)

Holly Hill is located in Volusia County. Volusia County is one (1) of twenty (20) Charter Counties in the State of Florida. Due to Volusia County's 'charter-county' designation, the City

of Holly Hill must receive the Volusia County Commission's authorization to establish a Community Redevelopment Agency, to extend the operational term of the Agency, or to expand the boundaries of the CRA.

The Holly Hill CRA was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, which authorized the establishment of the Holly Hill Community Redevelopment Agency by the City of Holly Hill, and establishment of the operational term of the CRA (2026), unless otherwise extended.

The first Holly Hill CRA Plan was adopted in 1996. Based on the year the CRA was established (prior to 2002) and the year in which the initial Holly Hill CRA Plan was adopted (1996), the Holly Hill CRA has a base operational timeframe of 30 years, with an option to be extended up to 60 years from the date of the initial CRA Plan adoption or 2056. Any extension of the operational timeframe of the Holly Hill CRA beyond the 2026 sunset date will require an update to the Holly Hill CRA Plan, as well as the adoption of an associated Delegation of Authority Resolution to be provided by the Volusia County Board of County Commissioners acknowledging and authorizing the operational timeframe extension and any other conditions.

The Holly Hill CRA encompasses 720 acres and comprises 1,616 parcels. The CRA area is 443 acres.

Familiarity with Requested Services

The GAI/CSG Team is very familiar with the process and protocol associated with updating Community Redevelopment Plans within charter counties. During the past 5 years, our team has worked on 7 Community Redevelopment Plan updates within charter counties that included a CRA boundary expansions, an operational timeframe extension, or both.

Understanding Holly Hill History

Colonial History

Steeped in Florida's colonial history with royal titles (land grants) from the Governor of Mexico; British occupation and land grants (The Turnbull Grant) in the early 1800s; abandonment during the Seminole Wars; and rediscovery after the Civil War by adventurous settlers, Holly Hill and the Halifax River area have a rich history.

Incorporation at Cave's Cigar Factory

Holly Hill was incorporated at Cave's Cigar Factory in 1901

by the City's 31 residents. Holly Hill was named by one of the original Halifax landholders decades earlier, William Samuel Fleming, Sr. He called the area "Holly Hill" in remembrance of his native village of Holywood, Ireland, and to acknowledge the local flora and topography.

Land Speculation, Citrus, Space Race, Tourism

In 1910, the population of Holly Hill had grown to 207. Holly Hill's historic downtown began on Dixie Highway (now known as Riverside Drive), located north of 11th Street (LPGA Boulevard). The area continued to grow through citrus farming and land speculation. The cyclical nature of the land speculation industry, along with several consecutive freezes, impacted the area's economy. The next major boom to the area occurred during the 1960's, with the burgeoning space program and tourism.

Holly Hill and the surrounding cities of Ormond and Daytona Beach grew and expanded during this timeframe, and the City began to establish its commercial corridors and tourism related businesses.

Interstate Connections

The City continued to develop as a residential community; presently, 11th Street (LPGA Boulevard) connects Holly Hill to I-95 and provides additional access to the City and commercial frontage.

City Challenges

Current and ongoing challenges to the City of Holly Hill include the lack of private sector investment in its commercial corridors, negative perception due to homeless individuals in the area, impacts from other communities, and the need to complete the relocation of utilities underground.

Understanding the Holly Hill CRA – Holly Hill CRA History

To address declining economic conditions of the 1990s, the City, in partnership with Volusia County, established the Holly Hill CRA.

The following timeline summarizes the Holly Hill CRA history.

1992: Holly Hill City Council approves creation of CRA; Volusia County approves Delegation of Authority Resolution

1993: Community Redevelopment Advisory Board created

1996: Initial Community Redevelopment Area Redevelopment Plan was adopted (updated in 2005)

2007–2008: CRA Master Plan adopted (Amendment 1 updated in 2008)

2008–2009: Community Redevelopment Advisory Board dissolved; master plan update removes Hollyland Park and Town Center Mixed Use project from CRA Plan

2011–2012: CRA boundary changed to remove Parque Drive and add 1200 Center Avenue

2013–2014: CRA approves \$5 million bond to relocate utilities underground

2015–2016: Amendment 3 to CRA Plan authorizes use of incentives for business recruitment and retention

2020–2021: Pictona Public Private Partnership established, creating Pictona One

During this period, the Holly Hill CRA has initiated numerous capital improvement projects, such as gateway signs, District water system improvements, light station improvements, and some underground utility relocation projects. Property improvements undertaken by the Holly Hill CRA have included derelict/nuisance structure demolitions, the LPGA Widening Study, Center Avenue Feasibility Study, and Bus Shelter Bench Replacements.



Pictona (PICKleball + dayTONA)

Holly Hill Recent CRA History

Recent economic activity in the CRA has seen the development of the Pictona pickleball complex across the street from City Hall. The facility's 49 courts, including +13 covered courts, can host events for over 1,500 people. This public-private partnership on the former Hollyland Park and Town Center site was developed in 2020, and has been an economic engine for the City upon opening. Recently expanded to include additional courts and player amenities, the long-term economic impact from Pictona upon the Holly

Hill CRA is only beginning. Subsequent hotel, commercial, retail, and residential development opportunities have been identified as a result of Pictona's success.

CRA Challenges Master Plan Goals Remaining

The challenges facing the Holly Hill CRA are the same as those faced by the City, but focused within a tighter area. The lack of private sector investment in the commercial corridors, negative perception impacts due to homelessness in the area, and completing the relocation of utilities underground are some of the primary challenges facing the Holly Hill CRA. The potential revitalization, public improvement, and reshaping of the commercial corridors of the Holly Hill CRA would address several of these challenges, along with some of the unrealized challenges identified in the adopted 2007 Holly Hill CRA Master Plan.

Several goals identified in the Holly Hill CRA Master Plan (2007) have yet to be fully realized; these include:

- Establishing the Holly Hill commercial corridor as a focal point for the community and attract visitors from the entire region
- Increasing the visibility, identity, and unity of the Holly Hill commercial corridor through physical design, promotion, and improved signage
- Fostering a diversified economic base and the efficient use of land in the Holly Hill commercial corridor
- Creating an attractive, safe, and comfortable environment that is conducive to activities during the day and in the evening
- Providing an integrated transportation system within and to the Holly Hill commercial corridor(s)
- Ensuring the provision of adequate and efficient public services to support additional development in the CRA
- Encouraging public and private investment

These items, issues, and challenges will be reviewed and discussed as part of our base analysis of the existing conditions and challenges of the Holly Hill CRA Plan update.



Success with CRAs

CSG's professionals add value to clients' decision-making processes through customized, innovative solutions. We assist clients with their complex, high-profile CRA redevelopment and planning needs. The success in this area is continually reaffirmed by the volume of repeat clients, referrals, and successful project outcomes. We have a history of developing client and stakeholder relationships as these relationships build strong communities. For us, it's about building and sustaining communities through effective leveraging of local resources.

Through CSG, our clients have access to special resources, skills, knowledge, and experience based on facts, not best guesses. Our professionals have real world experience advising development firms, government agencies, lending institutions, property owners, corporations, and other planning firms.

Our extensive experience provides our clients with knowledgeable professionals sensitive to the public sector environment in which CRA projects are developed. We have been "in the trenches" developing and updating plans, establishing budgets, generating resources, managing projects and programs, and engaging the public—all in concert with the local political realities.

With tools like market analysis, economic development planning, community revitalization, tax benefit analysis, marketing strategies, and financial studies, we have equipped our CRA clients to develop effective strategies for future growth to maximize potential of redevelopment opportunities. These are the same tools that helped build sound plans in cities like Orlando, Tallahassee, Kissimmee, Bradenton, Inverness, Clermont, and numerous other Florida CRA communities.

Successful CRA programs are characterized by the ability to implement a variety of projects addressing the particular goals and objectives of the sponsoring community. These projects take many forms: residential, retail, civic facilities, open space, streetscapes, infrastructure, access and mobility enhancements, as well as programs as varied as farmer's markets to homelessness. In serving many Florida communities over the past 34 years, our professionals have been involved with almost every conceivable CRA-related initiative.



COMMUNITY REDEVELOPMENT AGENCY PLAN EXPERIENCE

Various Locations, Florida

The following is a brief summary of the types of projects / programs in which we have recently played a significant role in their implementation:

- Plan and Policy Preparations: Orlando, Kissimmee, Inverness, Crystal River, Cape Coral, Ft. Lauderdale, Cocoa, Clermont, South Pasadena, St. Petersburg, Maitland, Panama City, Marion County, Orange Blossom Trail, Eatonville
- Mixed-Use Developments: Orlando, Kissimmee
- Multi-Family Mid- and High- Rise Projects: Orlando, Kissimmee
- Hotels: Orlando, Bradenton, Osceola County, FL; Asheville, NC
- Streetscape Projects: Orlando, Kissimmee, Sanford, Clearwater, Inverness, Gainesville, Maitland
- Stormwater Systems: Sanford, Clermont, Eustis, Inverness
- Parks and Open Space: Kissimmee, Clermont, Sanford, Inverness, Winter Park
- Public/Private Initiatives: Orlando, Panama City, Plant City, Gainesville, Kissimmee, Eatonville
- Healthcare Institutions: Florida Hospital, Orlando Health Systems, Citrus Memorial, Santa Fe Health
- Transit / TODs: SunRail System (Orlando, Longwood, Kissimmee, Orange County); Tri Rail Coastal Link; Tampa Streetcar system; All Aboard Florida
- Market and Real Estate Research, Economic Impact, and Program Audits: Orlando, Tallahassee, Kissimmee, Casselberry, Volusia County, Polk County, Lakeland

Alachua County
Altamonte Springs
Bartow
Bradenton
Cape Coral
Casselberry
Cedar Grove
Charlotte County
Clermont
Cocoa
Cocoa Beach
Colliers County
Crescent City
Crystal River
Dade County
Dania Beach
Daytona Beach
DeLand
Deltona
Destin
Eatonville
Fernandina Beach
Fort Lauderdale
Fort Myers
Gainesville
Groveland
Gulf Breeze
Haines City
High Springs
Holly Hill
Inverness
Jacksonville
Jacksonville Beach
Kissimmee
Lakeland
Largo
Lee County
Maitland

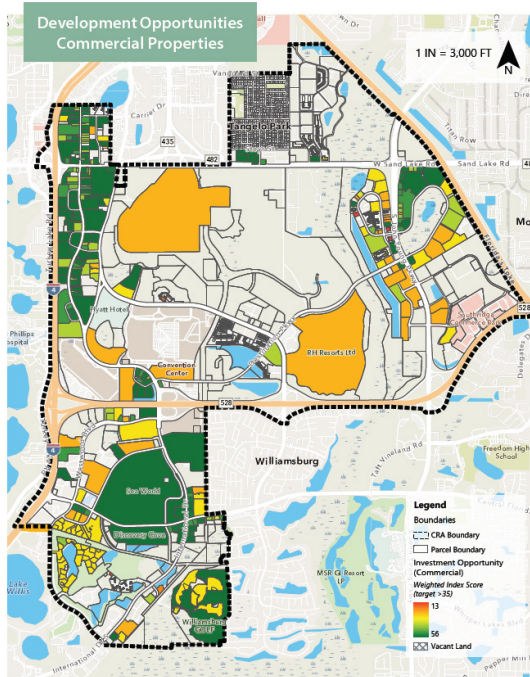
Marion County
Miami
Naples
New Port Richey
Plant City
Polk County
Ocoee
Oldsmar
Orange Blossom Trail
Orlando
Osceola County
Palm Bay
Palmetto
Panama City
Panama City Beach
Parker
Pensacola
Pinellas County
Polk County
Port Orange
Sanford
Sarasota
Sebastian
Sebring
Seminole County
South Daytona Beach
South Pasadena
St. Pete Beach
St. Petersburg
Stuart
Tallahassee
Tampa
Treasure Island
Volusia County
West Palm Beach
Winter Park
Zephyrhills

CLIENT
Orange County

SERVICES

- Urban Design + Planning
- Economics + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
- Public Outreach + Engagement

COMPLETION DATE Adopted 2021



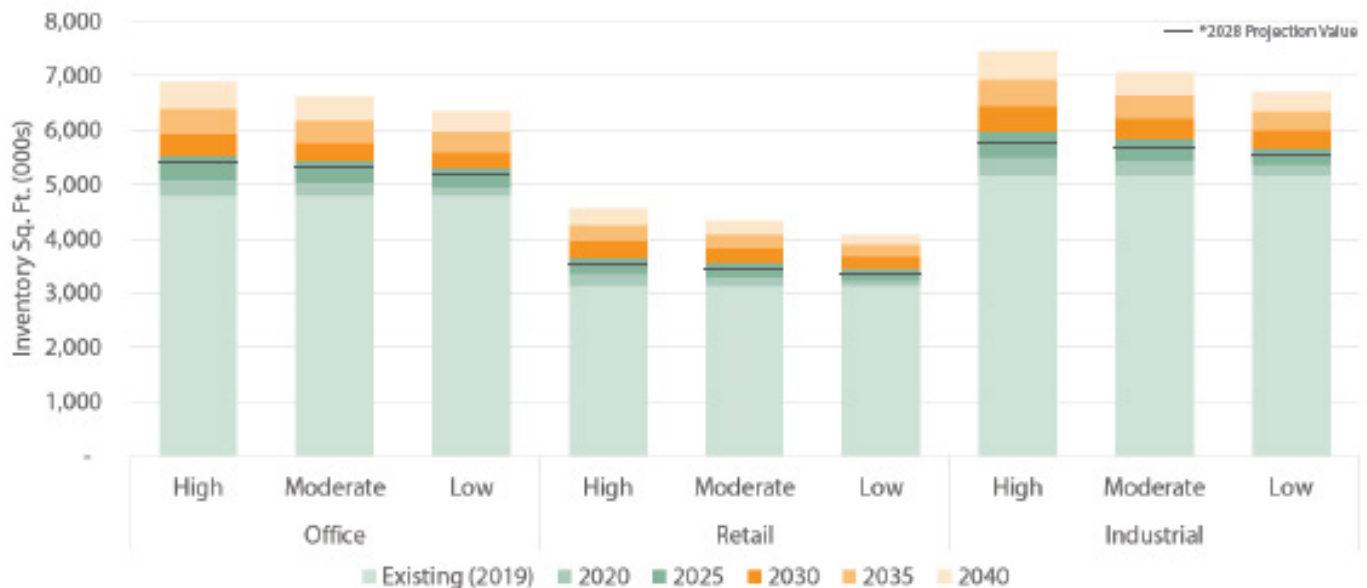
I-DRIVE CRA PLAN

Orange County | Orlando, Florida

The I-DRIVE Community Redevelopment Area (CRA) is among the largest and most economically productive in the state of Florida, created under law to address needed transportation improvements along a major tourist corridor highly dependent upon mobility. GAI and its Community Solutions Group (CSG) were requested by Orange County and its staff to update the existing plan which identifies projects and their related budgets allowed to be funded under statute. Given the legal basis for the corridor's designation as a community development neighborhood, our mission was to broaden the nature of program or projects eligible for funding, notably to sharpen the emphasis on housing needs and varied transportation options available to residents as well as tourists.

Over a period of approximately eight months, GAI and CSG significantly revised the existing Community Redevelopment Plan for the area, and created a new list of capital priorities and operational initiatives that would guide staff's direction until the CRA sunsets in the next several years. As well as reshaping focus and priorities, the effort included extensive public participation and a large resident survey, neither which are required by statutes authorizing the creation or implementation of such redevelopment neighborhoods. The details of the work are such that they serve as a model for many of the other larger and well established community redevelopment programs reaching their statutory sunset dates.

Figure 4.8 H-M-L Inventory Projections through 2040 (Office, Retail, Industrial)





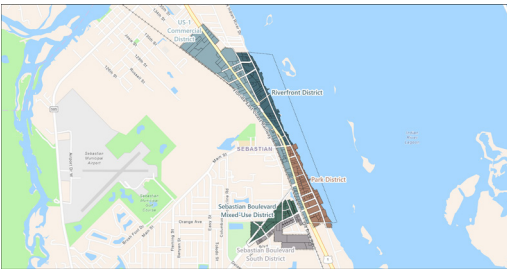
COMPLETION DATE December 2021

Alachua County | High Springs, Florida

GAI's Community Solutions Group (CSG) was retained by the City of High Springs to assist in a Strategic Plan update to the existing High Springs Community Redevelopment (High Springs CRA) Plan, originally adopted in 1986 and updated in 2018. Subsequent discussions and agreements in 2020 with Alachua County regarding extension of the sunset provisions resulted in the initiation of this update.

CSG was responsible for a series of discrete efforts or tasks which resulted in the High Springs Community Redevelopment Agency Strategic Plan (2021 Strategic Plan). These efforts included: (1) Reviewing existing CRA Plans and workshopping with the City staff to establish an over-arching community vision; (2) Participating in community engagement programs such as public workshops and by creating a project website, High Springs Tomorrow, with interactive tools to better engage residents and businesses within High Springs; (3) Developing community-based themes and strategic frameworks for the High Springs CRA which comprised a high level “snapshot” socio-economic analysis and conceptual planning diagrams; and (4) Preparing an approach to implementation for the 2021 Strategic Plan which included the articulation of the Vision for High Springs and each Framework area, as well as “starter ideas” and prioritized action items for the CRA.

The result of the 2021 Strategic Plan included organizing a set of Strategic Plan Themes responding to the many pieces of community input, providing an organizational structure for the ideas, concerns, aspirations, and desired implementation actions. The 2021 Strategic Plan established a base for a “new beginning” as the High Springs CRA, and the High Springs community overall, enters an era of exciting potential, with opportunities for encouraging quality, growth, and economic prosperity for residents and visitors alike.



SEBASTIAN CRA SUSTAINABLE ECONOMIC REDEVELOPMENT MASTER PLAN

Indian River County | Sebastian, Florida



GAI CSG was retained by the City of Sebastian/Sebastian CRA to update the Sebastian Riverfront CRA Redevelopment Plan ("Redevelopment Plan"). The Redevelopment Plan incorporated economic development strategies that assisted the Client in defining markets, designing infrastructure projects that address growth, and captured the essence of the City of Sebastian in a comprehensive, compatible design. The Redevelopment Plan was created and accepted to help further the vision and aid the City in identifying sustainable strategies and opportunities for the future of its core urban areas.



What was the Challenge?

Originally established in 1995, the Riverfront CRA has grown over time with its current size encompassing over 800 acres of which a little more than half is designated "conservation" due to overlapping the Indian River. The Riverfront CRA Redevelopment Plan was last updated in 2010, necessitating the need for an update to the Redevelopment Plan.

Our Process

Our team developed a baseline evaluation report and conducted a market assessment and economic analysis of the Riverfront CRA, including analysis of existing and future land uses, zoning, as well as a review of the current economic conditions of commercial and residential markets within the Riverfront CRA. CSG also developed a gap analysis and defined potential development opportunities based on current demographic and land use data which assessed a 15-year future growth projection of commercial and residential uses.



CLIENT

Sebastian Community Redevelopment Agency

SERVICES

- Urban Design + Planning
- Economics + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
- Public Outreach + Engagement

COMPLETION DATE

October 2022- June 2023

The Redevelopment Plan also included a conceptual design of potential projects and opportunity sites within the Riverfront CRA's five conceptual planning districts, in addition to updated short- and long-term goals and objectives, revised Performance Overlay District criteria, developed graphic renderings of catalyst sites, updated Tax Increment Financing projections, proposed Capital Improvement Plan updates addressing a 15-year timeframe, and recommended strategies for implementation. Our team also conducted two advertised public workshops and a community survey with the community to seek input of the Redevelopment Plan, as well as developing a website on the Sebastian CRA webpage.

Results

Our team conducted an advertised public hearing before the Sebastian City Council on June 28th, 2023, where the Redevelopment Plan was presented and accepted by City Council.

CLIENT

City of Clermont, Florida

SERVICES

- Economics + Strategy
 - Development Positioning + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
 - Funding, Revenue + Financial Modeling
 - Redevelopment + Special Area Strategic Planning
- Landscape Architecture + Design
 - Parks, Trails + Public Realm
 - Green Infrastructure + Environmental Design
- Urban Design + Planning
 - Community Development
 - Redevelopment Planning + Urban Design
- Land Development
 - Civil / Site Engineering
- Water
 - Stormwater Management / Flood Protection

COMPLETION DATE

2015 (Downtown Master Plan)

2018 (Victory Pointe Park)

AWARDS:

Victory Pointe Park:

ENR | Best of the Best Projects 2019 Awards Program, (Best Small project)

ENR | Regional Best Projects 2019 Awards Program, Best Project (Small project)

2019 FRA Roy F. Kenzie Award [Capital Projects Beautification]

2019 American Society of Landscape Architects | Florida Chapter, Award of Honor

Downtown Master Plan:

2016 Florida Redevelopment Awards: Roy F. Kenzie, Urban Planning Studies

DOWNTOWN CLERMONT MASTER PLAN AND VICTORY POINTE PARK

Lake County | Clermont, Florida



In partnership with the community and stakeholders, the GAI's Community Solutions Group (CSG) created a Downtown and Waterfront Master Plan for the City of Clermont, Florida, about 22 miles west of Orlando. One of the outcomes of the master plan was the visioning, design, and construction of Victory Point Park—a new stormwater park.

Clermont has always been committed to ensuring its downtown and waterfront's ongoing social, cultural, and economic value. For the last 100 years, the hills, historic downtown, adjacent neighborhoods, and the Lake Minneola waterfront have been the defining characteristics of the community—creating a setting for a livable, small-town feel that is connected to friends and family, the local Florida environment, and an emergent identification with healthy living.

During the downtown master planning process, CSG conversed with stakeholders and the community about Clermont's character, vision, and future through an extensive visioning and rebranding process. The community's challenge was to leverage these assets while protecting and enhancing the character of the "real Clermont" to benefit those who live and work here.

Built on the input received, the plan was organized into five themes: 1) a place for people, 2) a great waterfront, 3) a quality sense of place,

character, and image, 4) connectivity to the city, and 5) high-performing infrastructure and services. Projects were identified, including complete and green streets, park enhancement, infill redevelopment, and a master stormwater park, i.e., Victory Pointe Park.

Victory Pointe Park re-envisioned the typical stormwater pond approach by creating a sustainable community open space amenity designed to receive stormwater from significant portions of Clermont's downtown streets and provide stormwater treatment through filtration within cascading filter marsh basins that reference native Florida ecosystems. The park also provides low-impact development strategies for stormwater management, a new city events venue, a wildlife habitat, and a signature address for adjacent future development.

included extensive public participation and a large resident survey, neither which are required by statutes authorizing the creation or implementation of such redevelopment neighborhoods. The details of the work are such that they serve as a model for many of the other larger and well established community redevelopment programs reaching their statutory sunset dates.



CLIENT

Orange Blossom Trail Development Board

SERVICES

- Urban Design + Planning
 - Engagement and Outreach
 - Redevelopment Planning + Urban Design
 - Future Land Use + Regulatory Planning
- Economics + Strategy
 - Market + Financial Analysis
 - Redevelopment + Special Area Strategic Planning

COMPLETION DATE Fall 2017

PROJECT WEBSITE

www.obtnext.com

AWARDS

2018 Florida Planning & Zoning Association
Outstanding Plan / Study Award2018 American Planning Association Florida
Chapter Award of Merit

OBT NEXT CORRIDOR MASTER PLAN

Orange County | Orlando, Florida

In the 1950s and '60s, Orange Blossom Trail (OBT) (part of US 441) in Orlando, Florida, was the area's premier north-south route for tourists—filled with hotels, great restaurants, and other thriving businesses.

Today, the landscape on OBT is very different; in the past four decades, the corridor has experienced disinvestment leading to destabilized businesses and neighborhoods.

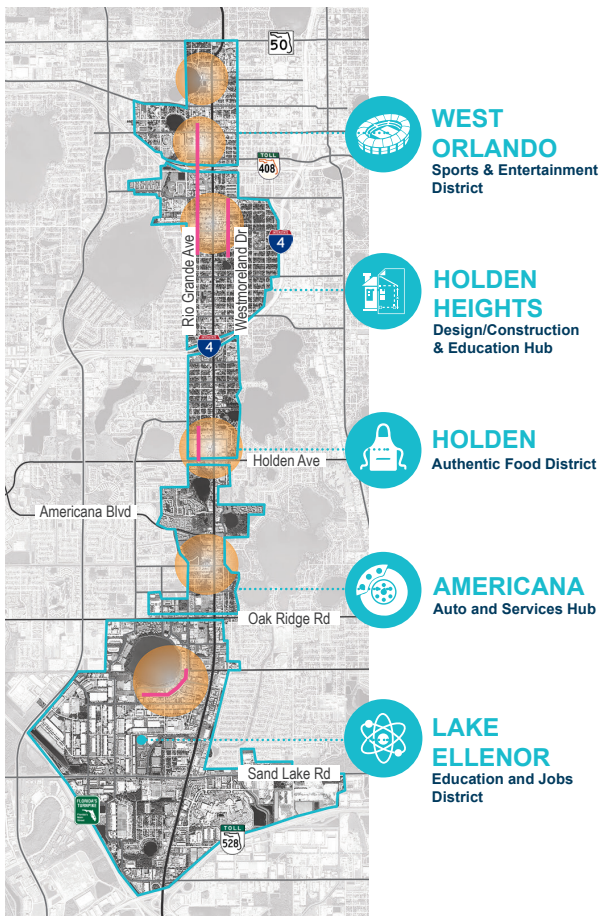
Grounded in extensive public outreach, community input, and data analysis, the OBTNext Master and Implementation Plan seeks to respond to the changing economic environment, and the evolving demographic and market conditions in the community.

The plan framework is made up of a Vision—an inclusive, accessible, diverse, and connected corridor that is collectively governed and support transformative change to improve its well-being. The Vision is supported by six Guiding Principles, implemented initially through six Big Moves and Catalyst Projects.

This is the first-ever comprehensive Master Plan prepared for the 8-mile corridor of OBT from SR 50 to SR 528.

This Master Plan is one of the three plans created; the other two are: 2) Community Redevelopment Area (CRA) Plan Update and 3) Safe Neighborhood Plan Update.

All three plans are complementary, but only the Master Plan illustrates the overall vision and framework for the entire corridor while addressing existing issues that impact the corridor's viability.



CLIENT

Gainesville Community Redevelopment
Agency (CRA), Florida

SERVICES

- Landscape Architecture + Design
 - Urban Streets + Livable Corridors
 - Green Infrastructure + Environmental Design

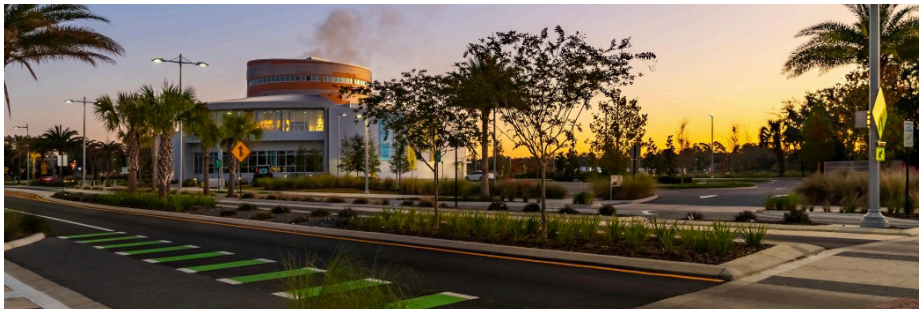
COMPLETION DATE 2019

SOUTH MAIN STREET LANE REDUCTION AND COMPLETE STREET

Alachua County | Gainesville, Florida

GAI's Community Solutions Group led the design of the new streetscape for 3,200 linear feet of South Main Street in Gainesville, Florida. This industrial corridor southeast of Gainesville's historic downtown area has been experiencing new and emergent private development, thus encouraging the need for multimodal transportation uses. South Main Street is also the location of the new Depot Park attraction, two regional bike trails, and the newly expanded and redeveloped Cade Museum.

Today, South Main Street carries a traffic volume of less than 15,000 average daily trips (ADT), so roadway capacity exists to reposition the right-of-way to better support the emergent diverse land uses. The plan not only reduces auto lanes, but incorporates new on-street parking, bicycle facilities, and Low Impact Design (LID) "rain garden" stormwater facilities. The street will maintain access for industrial trucks, school bus tours to the Cade Museum, and local traffic to businesses and public amenities. The streetscape is currently under construction through the CRA.





CLIENT
City of Tampa

SERVICES

- Urban Design + Planning
 - Redevelopment Planning + Urban Design
- Economic Analysis + Strategy
- Public Outreach + Engagement

COMPLETION DATE 2022

EAST TAMPA CRA STRATEGIC PLAN UPDATE

Hillsborough County | Tampa, Florida

GAI's Community Solutions Group (CSG) has led the 2021 Strategic Action Plan update for the East Tampa Community Redevelopment Area (ETCRA). The ETCRA is the largest CRA in the state of Florida: over 4,000 acres, 13 Neighborhoods, Distinct Business and Industrial Districts, and 38,000 residents. As the plan is nearing completion, the ETCRA, Community, and City have found alignment around key 10 Strategic Action Themes that will enhance the quality of life and economic opportunity for all.

The planning process was informed by detailed community engagement through a variety of methods during the challenged time of COVID Pandemic. This included online sessions, interactive website, surveys, personal interviews, outdoor events, and 13 on-site 'Saturday Morning Walking Tours' with members of each neighborhood. This input guided detailed ideas (particularly regarding housing and organization) that have been put into action even while the plan is underway! The 10 Strategic Themes and associated Actions, have been presented to the community. Video presentation and PDF graphics are available on the project website (www.WeAreEastTampa.com). The written Plan Report is in final draft now. Additionally, GAI is also leading a review and strategy for Tampa's Opportunity Zones, of which much of East Tampa is included.

CLIENT
City of Maitland

SERVICES

- Urban Design + Planning
- Landscape Architecture + Design
 - Urban Streets + Livable Corridors
 - Urban Buildings + Special Places
 - Green Infrastructure + Environmental Design
- Land Development
 - Civil / Site Engineering

COMPLETION DATE 2018

INDEPENDENCE LANE STREETSCAPE

Orange County | Maitland, Florida

The Independence Lane corridor between Horatio and Packwood Avenues is set to be the starting point for a genuine downtown Maitland. GAI's Community Solutions Group (CSG) completed the Maitland Downtown Master Plan in 2016, and this initial downtown investment is one of the highest priority capital improvement projects as identified by the community. The first 600- $\square$ block of this new "main street" has been constructed, in conjunction with an adjacent mixed-use development. Additional blocks are in the planning and design stages to extend the experience and economic development opportunity.

Our team designed Independence Lane as a shared-use space between Maitland City Hall, Maitland City Centre, and Independence Square Park—making this area an important center for community and social activity in Maitland. Other features include green design stormwater features, overhead festival lighting, event power, structural soils, and the introduction of special hardscape and landscape details, which will be carried into the planned Independence Square Park.



CLIENT
City of Lakeland, Florida

SERVICES
■ Redevelopment Planning and Urban Design

COMPLETION DATE Summer 2023

LAKELAND DOWNTOWN WEST STRATEGIC PLAN

Polk County | Lakeland, Florida

GAI's Community Solutions Group (CSG) is working with the City of Lakeland CRA to develop a 5-year plan to improve housing, infrastructure, and economic development in Lakeland's Downtown West neighborhoods. The community process kicked off in Fall 2022 and will culminate in Summer 2023. The Action Plan's study area includes the neighborhoods of North Lake Wire, Crescent Heights, Lake Bonnet Shores, Westgate Central, and Downtown West.

Downtown West was at one point characterized by its bustling train yards and warehouses which served as a logistics hub for shipping citrus, phosphorus, and other industrial products. Over time, this area fell into decline as the region's economy shifted from production to service. A series of major public projects, including the widening and extension of Kathleen Road, the introduction of George Jenkins Blvd, and the RP Funding Center development changed the area's character. Although these transportation projects improved regional connectivity, it came at the cost of local access, furthering neighborhood divides originally imposed by the railway.

Now, investments in Bonnet Springs Park and emerging new development projects have the potential to again change the face of the district. The Strategic Plan recommends three "Major Moves" for the area:

- Improve connectivity for all starting with pedestrians and bikes
- Add to the residential base of downtown through increased density in Downtown West
- Nurture the neighborhoods with programs and public investments focused on improved livability



Overall View of Starter Ideas



CLIENT
City of Ocoee, Florida

SERVICES

- Construction Management
- Land Development
 - Civil / Site Engineering
- Landscape Architecture and Design
 - Parks, Trails + Public Realm
 - Urban Streets + Livable Corridor
 - Green Infrastructure + Environmental Design
- Mechanical / Electrical / Structural
- Urban Design and Planning
 - Community Development
- Water
 - Groundwater Engineering
 - Stormwater Management / Flood Protection

COMPLETION DATE 2023

DOWNTOWN MASTER STORMWATER POND AND PARK - UNITY PARK

Orange County | Ocoee, Florida

Upon completion of the award-winning City of Ocoee Downtown Master Plan prepared by GAI's Community Solutions Group (CSG), the City of Ocoee, Florida, identified implementation of the master stormwater pond and environmental park, now known as Unity Park, as the first critical step to enable future redevelopment and economic growth downtown. The City engaged GAI/CSG as the prime consultant to provide professional technical services.

Unity Park serves two important functions: stormwater management for 40+ acres of redevelopment and public open space. After passing through a ba□e box upstream, incoming stormwater enters the park's filter marsh and is cleaned through vegetative nutrient uptake and natural soil filtration. During intense rain events, water spills into the wet detention pond where traditional stormwater management is augmented with extensive littoral shelves, native aquatic plants, and cypress trees. A pre-existing swale and piped conveyance system through the site is realigned and naturalized as a gentle stream. The design incorporates check dams to slow the flow and encourage contaminant settling and vegetative nutrient uptake through additional native plantings.

These stormwater management functions are enveloped in a pedestrian-friendly and leisure-encouraging layout. The park features a quarter-mile walking loop, comprising a wide boardwalk with views of the filter marsh and naturalized stream, a pier and shade pavilion overlooking the wet pond, a Florida-native planting palette throughout, and new parking and streetscape along Franklin Street.

GAI and CSG's services included site civil engineering, landscape architecture, survey, electrical, structural, and geotechnical engineering, irrigation design, permitting through the City of Ocoee and SJRWMD, and construction phase management.



CLIENT
City of Mount Dora, Florida

SERVICES

- Urban Design and Planning
 - Community Development
 - Community Development
 - Future Land Use + Regulatory Planning

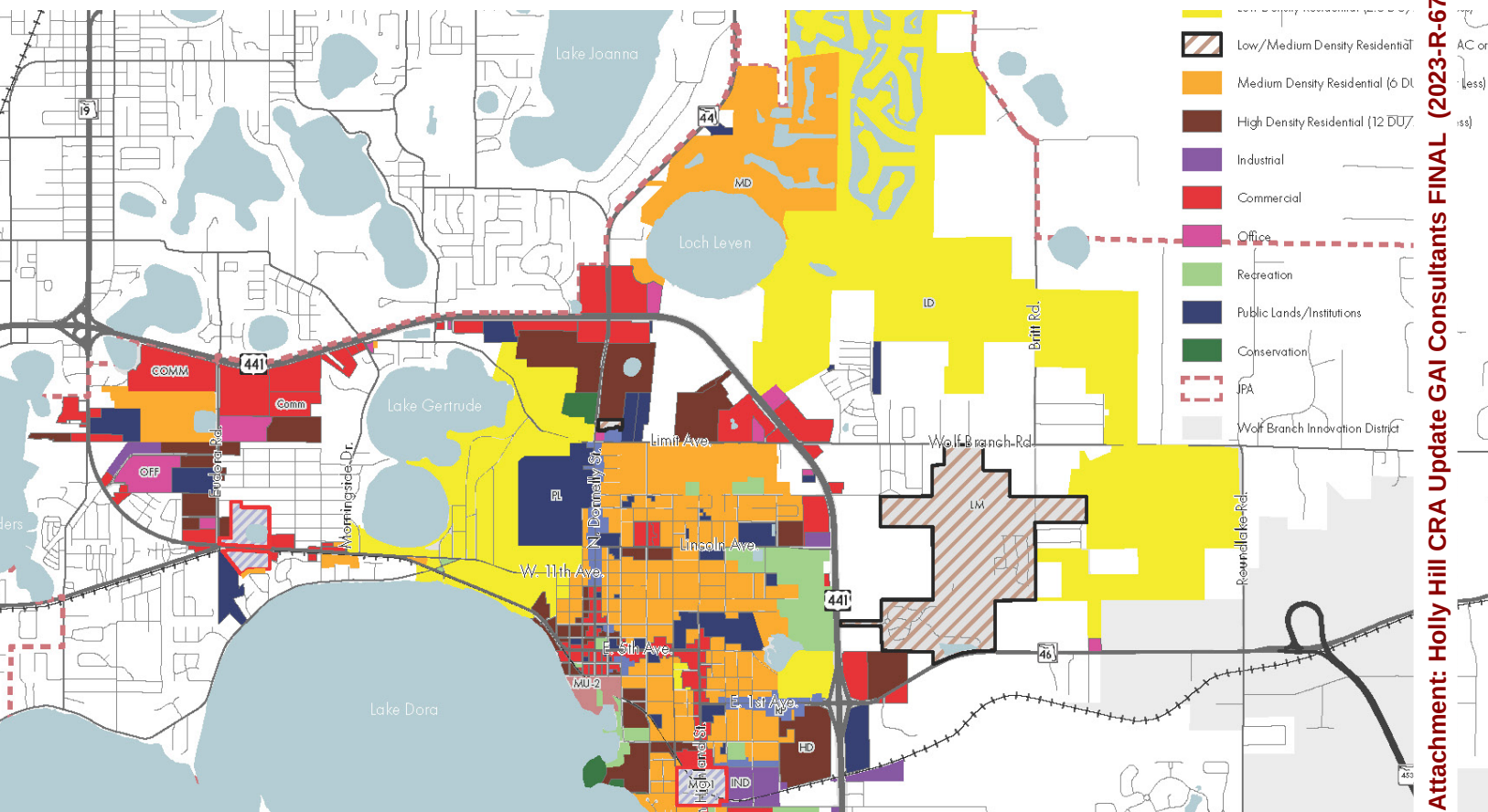
COMPLETION DATE 2020

MOUNT DORA VISION & EVALUATION AND APPRAISAL REPORT

Lake County | Mount Dora, Florida

GAI's Community Solutions Group led the Evaluation and Appraisal Report (EAR) and Vision Update for the City of Mount Dora, Florida. The state-mandated EAR process was a deep dive into the City's adopted Comprehensive Plan, Envision Mount Dora (the 2011 citywide vision effort), and many other current City plans. CSG focused the evaluation on four measures of success: 1) overall effectiveness of the Comp Plan and its use best practices, 2) its adaptiveness to changes in local context, 3) its responsiveness to changes in state statute, and 4) its relevance to major and emerging local issues. The results of the evaluation would drive needed amendments to the City's Comp Plan (EAR-Based Amendments).

Over the course of a year CSG worked closely with City staff to prepare the evaluation, which included a citizen survey, new population projections, utility level of services assessments, detailed reviews of each Comp Plan element, a status update of Envision Mount Dora, drafts of the Major Local Issues, and much more. The evaluation and Major Local Issues drafts were presented to the public at a workshop in October 2019. Proposed amendments to the Comprehensive Plan were submitted in December including text amendments to the goals, objectives, and policies; a completely updated map series; Future Land Use Map Amendments; and the Data and Analysis. The EAR-Based Amendments were adopted by the City in Spring 2020 following review and approval by the Florida Department of Economic Opportunity.



Attachment: Holly Hill CRA Update GAI Consultants FINAL (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the CRA 2007 Plan)

CLIENT
City of Orlando, Florida

SERVICES

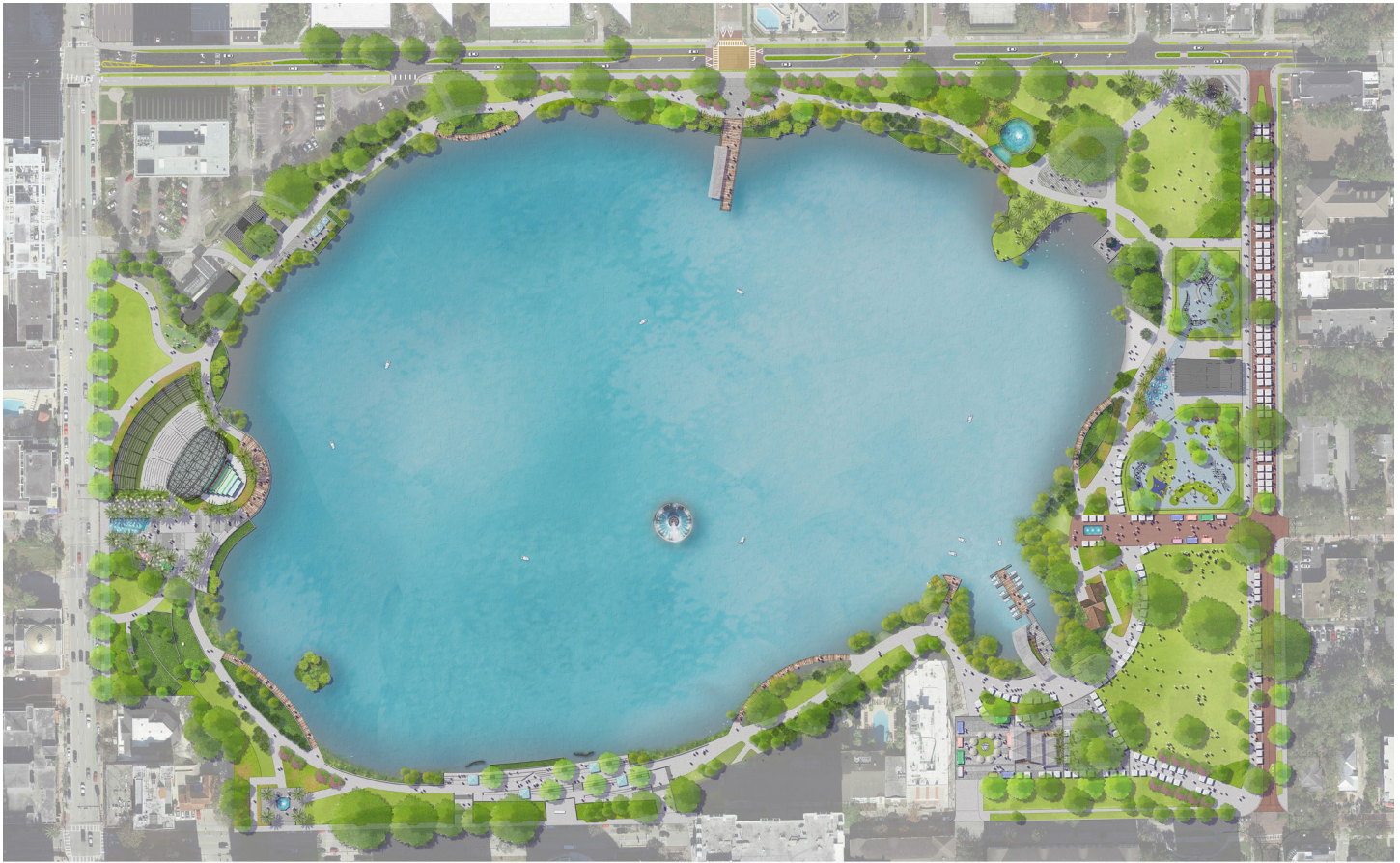
- Landscape Architecture and Design
- Urban Design and Planning

COMPLETION DATE 2021

LAKE EOLA PARK MASTER PLAN

Orange County | Orlando, Florida

GAI's Community Solutions Group is responsible for the re envisioning of this "Central Park" of Orlando. The project includes analysis of existing facilities and uses of the most iconic park in Orlando and the greater Central Florida region. Analysis includes the park's uses within the context of downtown Orlando and the larger region, as well as comparisons to other iconic parks throughout the U.S. The master planning process includes extensive public engagement to develop the vision for Lake Eola's Park's future.



CLIENT
Orange County, Florida

SERVICES

- Exterior Wayfinding
- Vehicular Wayfinding
- Pedestrian Wayfinding
- Mapping Design

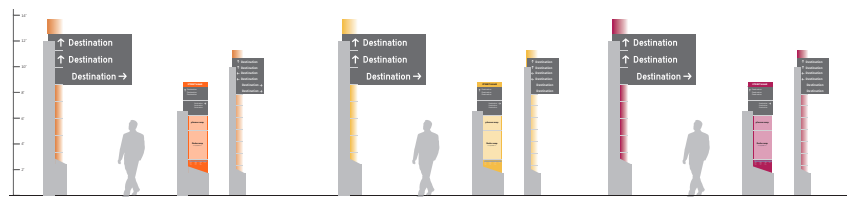
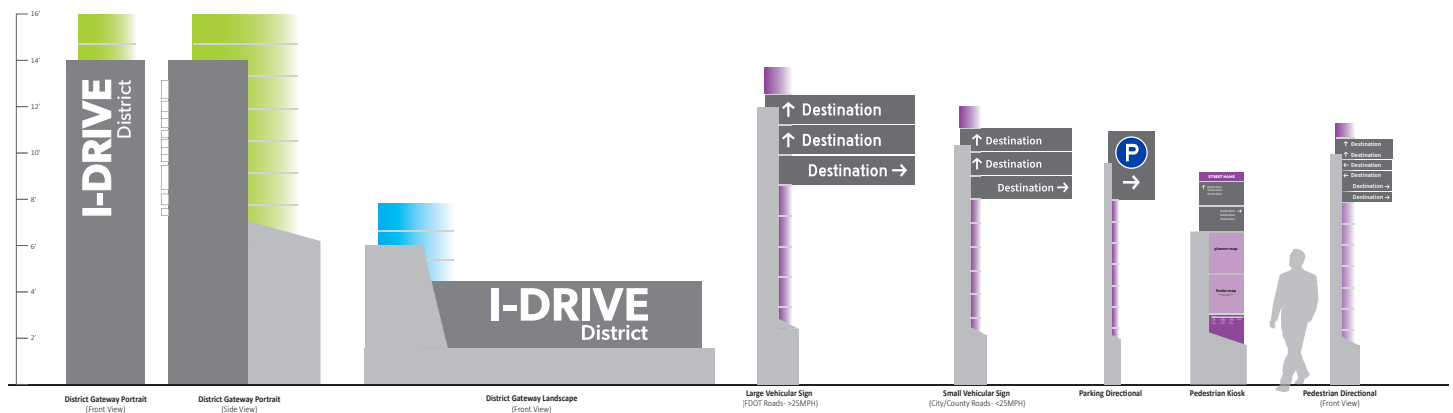
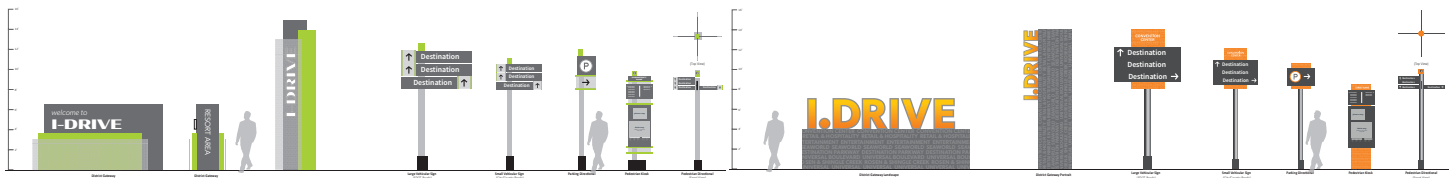
COMPLETION DATE 2022 (Design)

I-DRIVE DISTRICT SIGNAGE + WAYFINDING

Orange County | Orlando, Florida

GAI's Community Solutions Group (CSG) has been retained to help Orange County create a sense of place and establish a brand for the I-Drive District through its Wayfinding. Consistent with the efforts of the I-Drive 2040 Vision, the I-Drive Signage and Wayfinding Master Plan is intended to unify the various districts within the tourist corridor. The Plan's focus is to provide public signage and wayfinding and integrated Landscape Architectural treatments, these gateway areas will carry a consistent message and will establish a general image and design vocabulary once implemented.

Schematic level design has been enthusiastically received by Orange County and we are currently coordinating with the County and FDOT to have a design workshop and finalize the design selection.



CLIENT

City of St. Petersburg, Florida

SERVICES

- Economics + Strategy
 - Redevelopment + Special Area Strategic Planning
- Landscape Architecture + Design
 - Urban Streets + Livable Corridors
- Urban Design + Planning
 - Community Development
 - Redevelopment Planning + Urban Design
 - Parks System Planning + Bike / Pedestrian Systems

COMPLETION DATE 2015

ST. PETERSBURG INNOVATION DISTRICT

Pinellas County | St. Petersburg, Florida

During the summer of 2015, the City of St. Petersburg and GAI collaborated with representatives of the St. Petersburg Innovation District. This broad-based group of leaders represents organizations and institutions that compose this diverse and unique area, including the City of St. Petersburg, the Downtown Partnership, Chamber of Commerce, All Children's Hospital / John's Hopkins, Bayfront Health, University of South Florida St. Pete, University of South Florida College of Marine Science, The Poynter Institute, the Foundation for a Healthy St. Pete, Florida Institute of Oceanography, and the Tampa Bay Innovation Center. GAI facilitated several visioning exercises to conceive a master plan that organizes a framework for governance, strategic objectives, and place-making. GAI's goal for these exercises is that, over time, the St. Petersburg Innovation District will enjoy dramatic evolution—not only physically, but also synergistically—so that these separate entities can advance their missions of research, health, education, innovation, and new business incubation to significantly benefit the local quality of life and community vitality, while positioning itself as a nationally significant hub of innovation and collaboration.



CLIENT

City of New Smyrna Beach, Florida

SERVICES

- Community Planning
- Program Development
- Public Participation + Facilitation

COMPLETION DATE 2018

CITY OF NEW SMYRNA BEACH COASTAL COMMUNITY RESILIENCY PROGRAM

Volusia County | New Smyrna Beach, Florida

GAI's Community Solutions Group is assisting the City of New Smyrna Beach in defining and delivering a year-long (once-per-month) program of evening "community conversations" organized around key topics critical to ensuring a Resilient, Sustainable future for this Coastal Community. Topics include Environmental Sustainability, Social Equity, Public Safety, Transportation, Growth, Recreation, Tourism, and Economic Development. The mission is to set a community platform for shared information, knowledge development, and expanded perspective between City Leaders and the Community—leading to recommendations for future initiatives and a more informed, constructive platform for shared dialogue around complex issues.

Our team assisted Sta. in defining the key issues, vetting and refining them with City Council, and then worked with Sta. to develop potential speaker panels and program formats for many of the sessions. Sta. then took the lead in marketing and "deploying" the program.

Our team facilitated the opening kickoff and the "growth and development" focus session, including providing content, meeting facilitation, panel discussion, and group activities and public dialogue. Each session has drawn more than 200 attendees and has been highly successful.

We remain a resource for additional targeted programs as the City Sta. guides the Community through this well-defined program. Sta. will also use the input from this program to inform their upcoming Comprehensive Plan/Evaluation and Appraisal Report and other policies and programs for the future. The program remains underway for the balance of 2018.



CLIENT

Winter Park CRA, Florida

SERVICES

- Economics + Strategy
 - Development Positioning + Strategy
 - Fiscal + Economic Impact
 - Market + Financial Analysis
 - Funding, Revenue + Financial Modeling
 - Redevelopment + Special Area Strategic Planning
- Landscape Architecture + Design
 - Parks, Trails + Public Realm
 - Urban Streets + Livable Corridors
- Urban Design + Planning
 - Community Development
 - Redevelopment Planning + Urban Design

COMPLETION DATE 2016

WINTER PARK CRA

Orange County | Winter Park, Florida

Winter Park understood the need for aesthetic and functional upgrades to certain corridors in their Community Redevelopment Agency (CRA) district, and retained GAI's Community Solutions Group to provide conceptual designs for New York Avenue as well as the intersections of US 17-92 with Fairbanks Avenue, Webster Avenue, and Morse Boulevard.

Additional designs were presented for the city's West Meadow—an underutilized downtown green space—and planning services were provided for redevelopment sites on Fairbanks Avenue and US 17-92/Orlando Avenue. These successes have led to a further request that CSG provide planning services to determine the best use for several parcels of Florida Department of Transportation right-of-way that the City hopes to acquire.



CLIENT
City of Winter Park, Florida

SERVICES

- Landscape Architecture + Design
 - Parks, Trails + Public Realm
 - Urban Streets + Livable Corridors

COMPLETION DATE 2019

DENNING DRIVE ROAD DIET CONCEPT PLANS

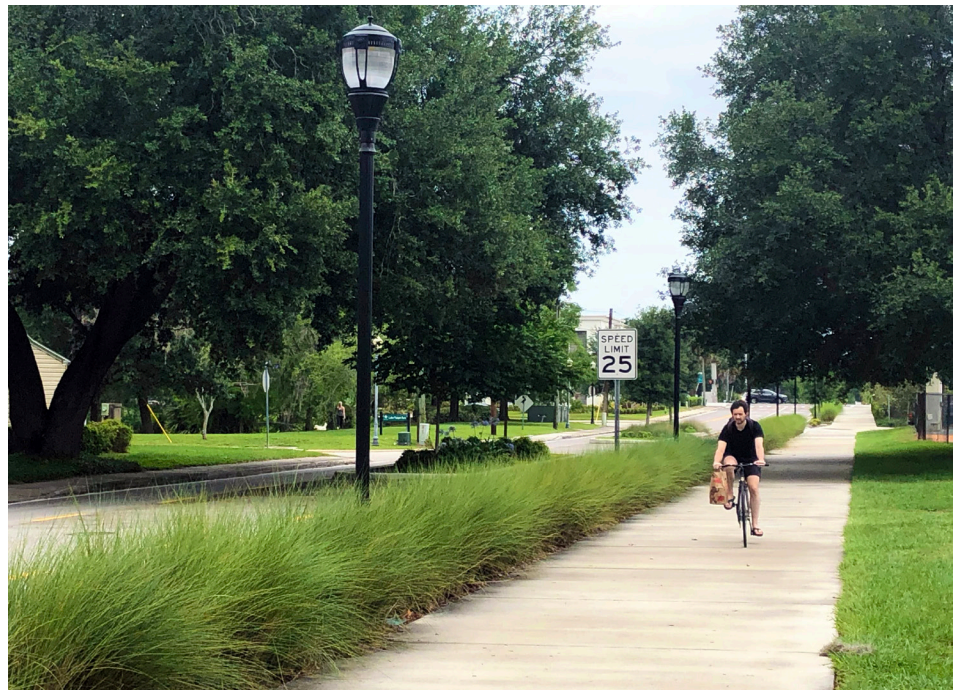
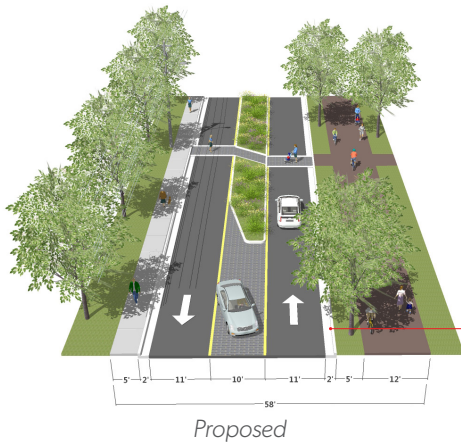
Orange County | Winter Park, Florida

GAI's Community Solutions Group (CSG) was tasked by the City of Winter Park, Florida, to develop several streetscape concepts for a 1-mile segment of Denning Drive, featuring a transformative "lane reduction." The vision required that the number of lanes on Denning Drive be reduced from four (two in each direction) to three (one in each direction with a center turn lane). The City also desired the incorporation of dedicated bike facilities as part of the streetscape design.

CSG designers faced many challenges tackling the proposed road diet. Denning Drive has numerous driveway cuts, making left turns difficult to accommodate in a consistent section. It is also a major bus route, so the design had to feature turnouts for the bus stops. Also, there is less than 60 feet of right-of-way over most of its length. Finally, the City's limited construction budget meant that the curb on only one side of the road could be moved to achieve the road diet.

CSG developed several typical sections for potential road diet scenarios that were considered by the City. After picking the desired typical section, CSG developed a plan for the entire Denning corridor. The final design featured a three-lane section, a center turn lane / planted median, a multi-use trail on the east side for bikes and pedestrians, intersection and crosswalk improvements, mid-block crossings, and street trees. This design achieved all of the City's multimodal goals, while solving the multiple constraints presented by the existing road conditions.

The City of Winter Park self implemented the project based on our detailed schematic design drawings, completed in 2021.



OPPORTUNITY ZONE PROSPECTUS

Various Locations, Florida

Making the right investment decision is always better with the right information. The Urban Analytics team at GAI's Community Solutions Group (CSG) can provide your community with the appropriate mix of easy-to-understand and informative facts that the investment and business communities have come to expect when making impactful investment decisions. The GAI CSG Urban Analytics team is highly knowledgeable about the Opportunity Zone program and has the resources and experience with developing the right prospectus that can help maximize a community's individual opportunities.

WHAT'S INCLUDED?

Socio-Economics

- Key Facts – Population, median age, average household size, average home value, total housing units, household unemployment rate, education degree breakdown, age distribution
- Business and Employment – Total businesses and total employees
- Market Characteristics – Average disposable income, per capita income, average household income, median household income, land area, population density, percent residential and market value
- Map of the Opportunity Zone with Opportunity Index score

Qualitative Focus

- Summary of the Opportunity Zone vision
- Overview of the current activity within the zone
- Highlights of the Opportunity Zone's anchor development

Quantitative Focus

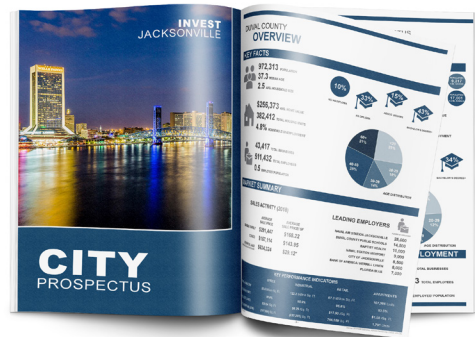
- Breakdown of the labor force by industry employment
- Average annual daily trips along major thoroughfares within the zone
- Total inventory, vacancy rate, avg. rental rate, and net absorption for industrial, office, retail, and apartment developments

COMPLETED PUBLICATIONS

- City of Orlando, March 2019
– Sherry Gutch, 407.246.3346
- Orange County, May 2019
– Daniel Kilponen, 407.836.7371
- JAXUSA Partnership, August 2019
– Aundra Wallace, 904.366.6654
- City of Zephyrhills, October 2019
– Gail Hamilton, 813.780.0202
- Town of Cutler Bay, 2021
– Jared Munster, 305.234.4262
- City of Tampa, 2021
– Nicole Travis, 813.274.7314

PUBLICATIONS UNDERWAY

- Charleston City Center BID, 2023
– Susie Salisbury, 304.340.4253
- Southland Development Authority, 2022-2023
– Bo Kemp, 708.400.7063
- City of Orlando, 2023
– Eric Ushkowitz, 407.246.3783





Section 2 REFERENCES

Creating Great Community Places

GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP

Key References

Proven Outcomes – Recent Success Stories

We take pride in our work and love to make our clients successful. Our master planning and urban design practice focuses on creating plans that create livable places of lasting value for communities that require context-sensitive, sustainable solutions. We prioritize close collaboration with clients through an approach that emphasizes strong neighborhoods, livable transportation networks, interconnected park and open space systems, environmental sensitivity, and economic opportunities. Through work at the scale of city, neighborhood, and street, our plans create the framework for rich, interactive settings that bring people together in environments that facilitate meaningful experiences that enrich lives.

Our team draws upon expertise in multiple disciplines to balance physical, social, and economic needs and create urban places that enhance quality of life. We draft clear plans and regulations designed to support community goals, preserve lifestyle choices, and create economic development and redevelopment opportunities, and we forge partnerships between stakeholders and local governments to achieve these positive outcomes.

The following pages provide a few examples of positive outcomes and community support for complex community planning assignments.

City of Winter Park

GAI's Community Solutions Group was tasked by the City of Winter Park, Florida, to develop several streetscape concepts for a 1-mile segment of Denning Drive, featuring a transformative "lane reduction." The vision required that the number of lanes on Denning Drive be reduced from four (two in each direction) to three (one in each direction with a center turn lane). The City also desired the incorporation of dedicated bike facilities as part of the streetscape design.

The City's CRA also retained GAI's Community Solutions Group to provide conceptual designs for New York Avenue as well as the intersections of US 17-92 with Fairbanks Avenue, Webster Avenue, and Morse Boulevard.

Kyle Dudgeon, Assistant Division Director, Economic Development

P: 407.599.3217 | E: kdudgeon@cityofwinterpark.org

City of Ocoee

In early 2016, the city of ocoee engaged GAI's Community Solutions Group to lead an extensive, community-based, downtown master planning effort. The adopted master plan has resulted in unprecedented acceptance and enthusiasm by the ocoee community. The city has immediately moved forward with implementation, including a major bond issue to fund top-priority projects.

Virginia "Ginger" Coreless, Deputy Development Services Director: CRA Administrator

1 North Bluford Avenue, Ocoee, FL 34761

P: 407.905.3100 | E: vcorless@ocoe.org

City of Zephyrhills

GAI's Community Solutions Group was responsible for collecting and analyzing annual trends data across the business, office, and retail market sectors within the Zephyrhills CRA. Report was used by the CRA in its effort to promote, market, and inform various entities on the performance of these market sectors within the CRA.

GAI has also completed neighborhood plans for two CRA neighborhoods- Zephyr Park and Oak Park. Work entailed housing, infrastructure, mobility, and urban design analysis and implementation pro-gram.

Gail Hamilton, Director, Community Redevelopment Agency
5335 8th St., Zephyrhills, Florida 33542

P: 813.780.0202 | E: ghamilton@ci.zephyrhills.fl.us

City of High Springs

GAI's Community Solutions Group was responsible for the development of an updated CRA Strategic Action Plan. The City has retained CSG to support the implementation of specific elements identified in the plan.

Ashley Stathatos, City Manager
23718 W US Hwy 27, High Springs, Florida 32643

P: 386.454.1416 | E: astathatos@highsprings.us

City of Fort Pierce (Previous Experience)

Mr. Jones prepared the update of the City's Community Redevelopment Plan and assisted the City's selection of a private-sector development partner for the redevelopment of the former HD King Power Plant site.

Shyanne Harnage, Economic Development Manager
P.O. Box 1480, Fort Pierce, FL 34954

P: 772.467.3034 | E: sharnage@cityoffortpierce.com

City of Pinellas Park (Previous Experience)

Mr. Jones prepared the update of the Pinellas Park Community Redevelopment Plan. The central element of the Plan was the development of the Pinellas Park City Center. Mr. Jones successfully secured two Forward Pinellas community planning grants (\$750,000) to assist in the design and implementation of the City Center project.

Nick Colonna, Community Development Administrator
6051 78th Avenue N Pinellas Park, FL 3378

P: 727.369.5680 | E: ncolonna@Pinellas-Park.com



Section 3 PROPOSED BUDGET

Creating Great Community Places

GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP



LaVilla Neighborhood Plan, City of Jacksonville, FL

Project Management

Approach Methodology, Deliverables, and Client Meetings for Delivery of the Requested Services

The City of Holly Hill has requested an ***in-depth analysis of the adopted Community Redevelopment Plan (2007), an update of the Community Redevelopment Plan***, and to ***effect a 10-year extension*** for the Holly Hill CRA operational timeframe beyond 2026 to 2036.

The Holly Hill CRA was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, authorizing the establishment of the Holly Hill CRA by the City of Holly Hill and establishing the operational term of the CRA (2026) unless otherwise extended. The Holly Hill CRA encompasses 720 acres and consists of 1,616 parcels. The CRA area was 443 acres. The CRA District consists of residential, commercial, and industrial properties generally located between the FEC Railroad and US 1 (Ridgewood Avenue), and between Mason Avenue and portions of LPGA Boulevard.

The first Holly Hill CRA Plan was adopted in 1996. Based on the year the CRA was established (prior to 2002) and the year in which the initial Holly Hill CRA Plan was adopted (1996), the Holly Hill CRA has a base operational timeframe of 30 years, with an option to be extended up to 60 years from the date of the initial CRA Plan adoption or 2056. The Holly Hill CRA has implemented a wide range of capital

infrastructure improvements within the redevelopment area (streetscapes, parks and open spaces, stormwater, and utility improvements), and has realized numerous redevelopment programming successes (small business support, commercial corridor improvement, and destination tourism development). However, these successes have been limited due to several unforeseen environmental and economic factors, including the economic recession of the 2000s, the COVID-19 pandemic, and recent spikes in material costs due to inflation.

To accommodate the range of services in RFP 23-CRA, the GAI-CSG Team proposes early engagement and coordination efforts with Volusia County government during the Holly Hill CRA Plan Update process. This early coordination will provide the CRA guidance regarding Volusia County's propensity to favorably consider the potential extension of the operational timeframe of the CRA, and to identify common redevelopment objectives that are shared with the County for inclusion in the Holly Hill CRA Plan Update. Maintaining this successful and mutually beneficial partnership is one of the key objectives, before during and after the Holly Hill CRA Plan Update. This early coordination with the County may also influence, whether and how, the CRA proceeds with the Plan Update. Specifically, if preliminary discussions with Volusia County indicate an unwillingness to consider for approval the potential extension of the CRA, then the subsequent activity of updating the CRA Plan are significantly impacted.

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phases of the project may be advanced, modified or not advanced.

Phase I Establish Project Expectations

The initial phase of the project will include in-depth coordination with the CRA Project Team and representatives from the Volusia County Manager's office. These initial meetings will be used to **clarify the City's expectations and the redevelopment objectives of the CRA Plan Update**. These initial meetings with the Volusia County Manager's representatives will help **identify the County's position regarding the potential extension of the operational timeframe**, as well as other City redevelopment objectives. The findings of this early coordination with Volusia County will influence whether, and how, the CRA proceeds with the Plan Update.

Task 1 Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)

GAI-CSG will facilitate a kick-off meeting with the CRA Plan Update Project Team to **confirm the City's redevelopment objectives and expectations** for the update of the CRA Plan. Takeaways from this meeting will include confirmation of City objectives to extend the CRA's operational timeframe; identification of ongoing, planned, and programmed infrastructure projects and programs; identification of City/CRA data sources and points of contact; establishment of preliminary priorities; and establishment of the CRA Plan Update schedule.

Task 2 Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives and Expectations)

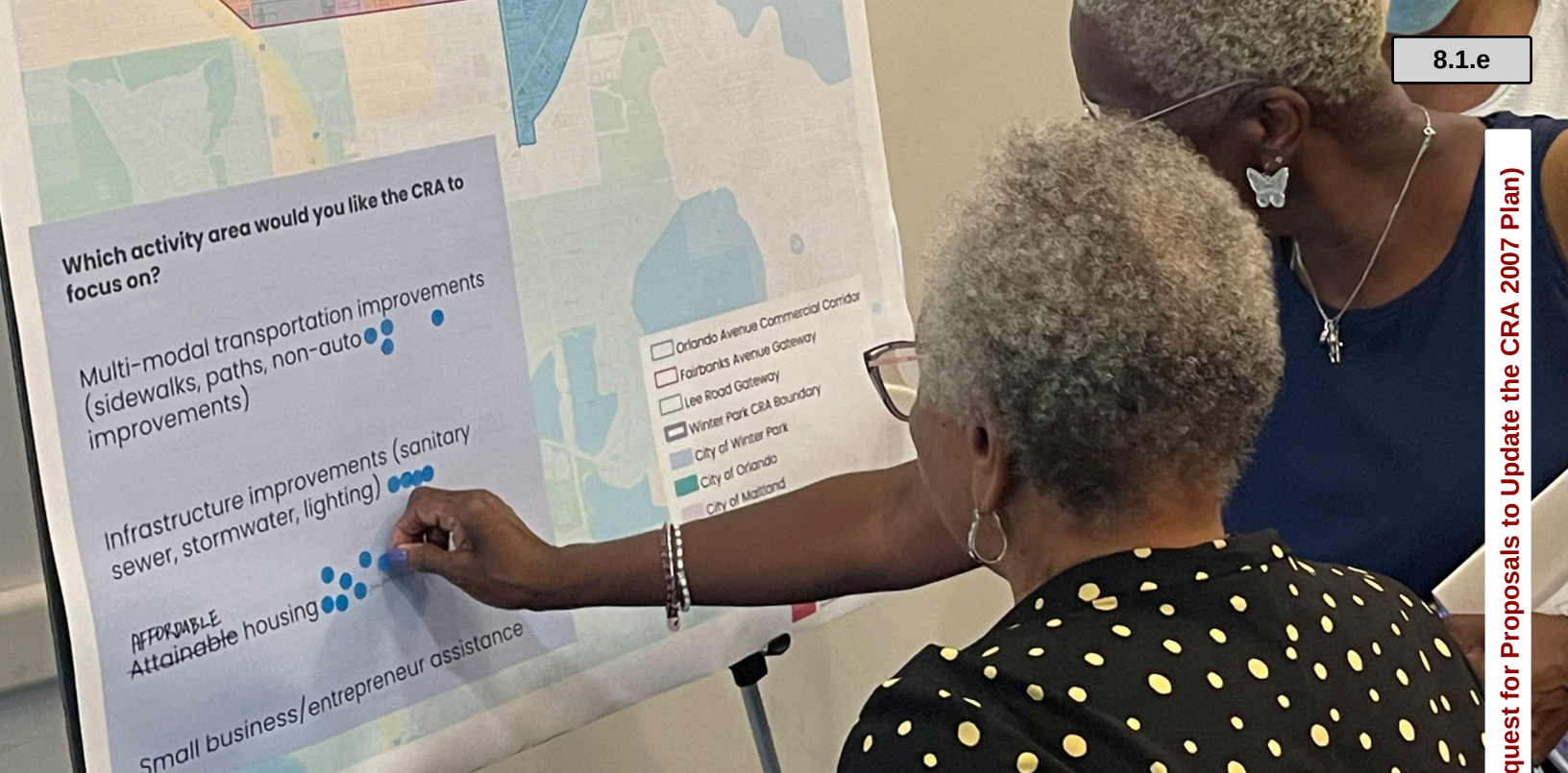
GAI-CSG will facilitate a kick-off meeting with representatives from the Volusia County Manager's office to present the CRA's redevelopment accomplishments; achievements realizing shared redevelopment objectives with Volusia County; and fiscal impacts to the County. We will also discuss the County's position regarding the **potential extension of the operational timeframe** of the CRA, along with other City redevelopment objectives. The GAI-CSG Team will evaluate the elements of the Volusia County Comprehensive Plan (i.e., Future Land Use, Housing Element, Transportation Element, and Economic Element) to **identify which Comprehensive Plan Goals, Objectives, and Policies were realized or advanced** by the accomplishments and activities of the Holly Hill CRA; **enumerate fiscal impacts to the County** resultant from CRA activities; and **identify key community redevelopment accomplishments**.

The GAI-CSG Team will prepare a **Summary Memo** and **Redevelopment Agency Accomplishment Matrix** for the County's records and reference. The **Summary Memo will provide a narrative record of the relevant Holly Hill CRA accomplishments and fiscal contributions**, while the **Redevelopment Agency Accomplishment Matrix will present the Holly Hill CRA accomplishments relative to each of the Volusia County Comprehensive Plan Elements** that were reviewed. Complementing this data will be an **evaluation by the GAI-CSG Team of external factors (e.g., the COVID-19 pandemic, economic recessions or downturns, inflation) that may have influenced or limited the Holly Hill CRA's ability** to more fully implement and / or realize the redevelopment strategies and objectives identified in the previous CRA Plans and in the Volusia County Comprehensive Plan. This information will be utilized to support the City's request for the County to consider extending the operational timeframe of the CRA.

In addition to meeting with representatives of the County Administrator's office, the GAI-CSG Team will facilitate individual briefing meetings with the Volusia County District 4 Council member who represents Holly Hill. Takeaways from these meetings will include **identification of the County's position regarding consideration of granting an extension to the operational timeframe of the CRA**; potential performance recommendations or directions from the County for future CRA activities and programming; Volusia County redevelopment objectives and shared redevelopment objectives with the City; identification of County data sources and points of contact; identification of ongoing, planned, and programmed County infrastructure projects that will affect the CRA; future coordination opportunities; and discussion of the preliminary CRA Plan Update schedule.

Deliverables:

- **Kick-off meeting (1 meeting)** with CRA Project Team and a Meeting Summary memo
- **Summary Memo** (CRA activities; fiscal impacts to County and external factors affecting CRA performance) and Redevelopment Agency Accomplishment Matrix relative to realization of Volusia County Comprehensive Plan Goals, Objectives, and Policies
- **Kick-off meeting(s) (3 meetings)** with Volusia County Administrator's representatives, individual meetings with Volusia County District 4 Council Member, and a Meetings Summary memo



Winter Park CRA Plan Workshop, Winter Park, FL

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phase activities of the project may be modified or not advanced.

Phase II Background Data Collection

Contingent upon the findings of the initial Phase I kick-off meetings, the GAI-CSG Team will meet with the Holly Hill CRA Project Team to review the discussions with Volusia County representatives and discuss next steps in the project. Based on the determination to proceed, the GAI-CSG Team may begin aspects of the Data Collection portion of the project.

If the preliminary discussions with the representatives of the Volusia County Administrator's office **do indicate a willingness to consider extending the operational timeframe of the CRA (Option 1)**, then the CSG Team will begin the CRA Plan Update for the extended planning horizon. **If the preliminary discussions** with the representatives of the Volusia County Administrator's office **do not indicate a willingness to consider extending the operational timeframe of the CRA (Option 2)**, then the GAI-CSG Team will meet with the CRA Project Team to discuss options to proceed. These options may include planning for the close-out of the CRA in 2026, and/or examining post-2026 options, non-TIF-related redevelopment programming participation by the County, City-only funded TIF and CRA, or some other option to be discussed.

Contingent upon the option selected by the CRA Project Team on how to proceed, the GAI-CSG Team may begin data collection to advance the project.

Task 3 Existing Conditions Analysis: Demographic, Economic, and Regulatory Data Evaluation

Existing Conditions: Demographic Conditions Analysis

The GAI-CSG Team will perform an in-depth evaluation of the demographic data of the City of Holly Hill and CRA. The GAI-CSG Team will utilize the latest available U.S. Census data, American Community Survey data, and other data sources to compile a holistic demographic profile of the City and CRA area that **identifies demographic and economic trends affecting population, diversity, education, and households**. This information will be used to develop a representative picture of the existing conditions of the Holly Hill community, its surrounding neighbors and region, and its CRA area for inclusion in the CRA Plan Update.

Existing Conditions: Economic Conditions Analysis

The GAI-CSG Team will analyze the economic conditions affecting the CRA. **Items to be evaluated will include tax base and ownership data, as well as regional and local real estate trends (property value trends within and outside the CRA)**. The real estate and property valuation analysis data will be used to prepare increment projections (TIF projections) for the CRA. The GAI-CSG Team will also

conduct stakeholder interviews with local developers, business owners, and operators within the City and CRA to better ***understand the effects that local economic conditions and trends have upon local businesses and businesses within the CRA***. The evaluation of local economic trends will focus on recent catalytic projects (e.g., Pictona), their continuing effects upon the area, and the next place-based economic development and redevelopment opportunities (trends) that may become available to the City. Based upon the findings of the economic conditions analysis, the GAI-CSG Team will prepare preliminary recommendations to address the documented economic conditions and preliminary potential redevelopment opportunities.

Existing Conditions: Regulatory Review

The GAI-CSG Team will review relevant City and County regulatory plans and documents that affect the operations of the CRA. These documents will include, but are not limited to, current and proposed Capital Improvement Programs (CIPs), City and County Comprehensive Plans, applicable CRA District Design Guidelines, and the City's Land Development Code. The adopted Plans' review ***will identify the potential effects (supporting, not supporting, or neutral) of the Plans upon the CRA's redevelopment objectives and identify potential revisions or recommendations***. The adopted plans review will also begin the preliminary identification of potential programming and projects for inclusion in the CRA Plan Update. The existing code and land development requirements for commercial corridor and streetscape design will be reviewed in detail to identify established City design themes, along with potential design guideline and code modifications that may be able to reinforce and support the City's existing visual and design themes.

Deliverables:

- ***Follow-up meeting (1 meeting)*** with CRA Project Team to discuss Volusia County's position and determination to proceed
- ***Summary Memo of existing development guidelines***, visual theme(s) and standards affecting Holly CRA Area and Commercial Corridors (Ridgewood Avenue and LPGA Boulevard) including identification of potential revisions and modifications.
- ***Summary Memo of the Existing Conditions Analysis*** (Demographic, Economic, Regulatory) of the current Holly Hill CRA area

Task 4 Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)

The GAI-CSG Team will review the CRA Plan(s), (1996 CRA Plan and 2007 CRA Master Plan Update), Annual Reports, CRA meeting minutes, spending to date, and completed projects to determine the Holly Hill CRA's success in implementing the Redevelopment Plan Goals, Objectives, and Programs identified in its CRA Plan(s). The GAP analysis will identify which Goals and Objectives from the CRA Plan(s) have been realized, partially realized, or not realized. This information will be used during the CRA Plan Update process to ***articulate the successful impacts*** of the CRA to date; identify new, ongoing, or continuing projects to address ***partially*** realized Goals and Objectives; and identify new projects or programs to address Goals and Objectives that have ***not*** yet been realized. The findings of the GAP analysis will be incorporated into the CRA Plan Update document.

Deliverables:

- ***Summary Memo of GAP Analysis findings***
- ***Follow-up meeting (1 meeting)*** with the CRA Project Team to review and discuss findings of the GAP Analysis

Phase III CRA Plan Update

The foundation of a representative and functional CRA Plan is a ***robust public engagement process***. During this phase, the GAI-CSG Team will activate a range of public engagement mechanisms as part of the CRA Plan Update development. Public engagement mechanisms will include public information workshops and stakeholder interviews, a project-specific website with an interactive GIS map and online survey, and public presentations of CRA Plan Update.

The GAI-CSG Team will prepare ***draft objectives, policy strategies, and goals for the CRA to address the existing conditions of blight and the City's long-term redevelopment objectives***. The draft CRA Plan Update will be developed in strict accordance to Chapter(s) 163.360, 163.361, and 163.362, Florida Statutes, which regulate the creation, modification, and contents of CRA Plans.

The GAI-CSG Team will review the draft CRA Plan Update for ***legal and statutory compliance*** with the applicable Florida Statutes and prepare the administrative mechanisms for adoption of the CRA Plan Update by the City Commission and CRA Governing Board.

The GAI-CSG Team will present the draft CRA Plan Update to

the City Commission / CRA Board and City staff for review and comments. The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update for public review and comment at a public workshop prior to adoption hearings.

Task 5 Public Engagement Process

Multiple Public Engagement Opportunities

The Holly Hill Community Redevelopment Plan Update will clarify and articulate a community vision for the Holly Hill CRA area that is based on **extensive community engagement and outreach**. Proposed community engagement and outreach activities will include a robust mixture of **online** (website, survey, interactive maps), **in-person workshops**, and **interactive events** (e.g., bus tour with community and thought-leaders) designed to provide the Holly Hill community with a variety of ways to participate, engage, and provide direct input throughout the CRA Plan Update process.

The Existing Conditions summary presentations given to the CRA governing board will serve as the informational / educational component, with a preview of the public engagement activities to be presented at the public

workshop.

Website / Online Survey / Interactive GIS Map

The GAI-CSG Team will develop a standalone webpage that can be linked to the City's home page and the CRA webpage. The website will be a **public portal and clearinghouse of project information** for the CRA Plan Update. Information presented on the page will include the CRA's purpose, the purpose of the CRA Plan Update, a project production schedule, and meeting dates and opportunities for public input. The online opportunities for public input will include an **online survey instrument and an interactive GIS map**, upon which participants can leave comments and view comments from other participants.

Stakeholder Interviews

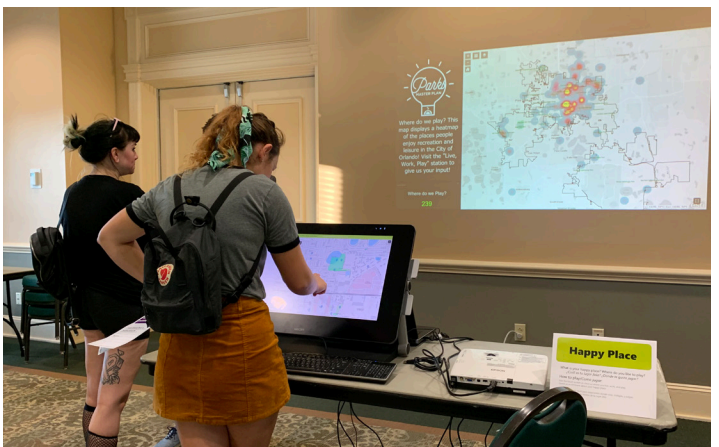
The GAI-CSG Team will facilitate stakeholder interviews as another facet of the public engagement activities. Stakeholder interviews with Holly Hill elected officials, business owners and operators, and local thought leaders will provide another opportunity for **in-depth public engagement and discussions regarding future redevelopment activities** in the CRA. The GAI-CSG Team will facilitate up to 12 small group or individual stakeholder interviews over a contiguous 2-day period. The CRA (City) Project Team will identify and schedule 30- to 40-minute stakeholder interviews to be held over a 2 day period. Elected officials will be interviewed in one-on-one settings, in accordance with public notice and Sunshine Law requirements. At the stakeholder workshops, participants will be advised of the availability of the CRA Plan Update website and online input tools, and will be invited to the upcoming CRA Plan Update public workshops.

Public Workshops

Traditional public workshops provide an additional method of gathering public input and offering an opportunity for the public to engage in in-depth discussions regarding the future development and redevelopment of Holly Hill. The **GAI-CSG Team will prepare for and facilitate at least two in-person discussions to gather additional public input for the update of the Holly Hill CRA Plan**. The public workshops will be held at two different dates and times to accommodate the schedules of as many participants as possible. One public workshop will be a day-long walk-in workshop held from 9 a.m. to 4 p.m.; the second workshop will be an evening workshop held from 6 p.m. to 8 p.m. The public workshop will have three components: (1) Educational – an educational / informational presentation about the CRA, existing conditions, and preliminary recommendations;



Claudia Ray at a WADA Deuces Joint Action Plan Workshop



(2) Interactive – participants will be engaged with thought exercises in which they are asked to discuss the challenges and opportunities facing the City of Holly Hill and the CRA from their perspectives; and (3) a Base Map Exercise – participants are asked to indicate on a base map of the CRA locations where they identify certain issues or opportunities within the CRA. The information gathered through these base map exercises will be critical to reaffirming the community's vision for Holly Hill and its physical environment, and can identify specific locations for new development, community priorities, areas for new programming, and areas for additional capital investment.

Task 6 Draft CRA Plan Update

Preliminary Draft CRA Plan Update

Operational Timeframe

GAI-CSG will prepare an update to the CRA Plan that will reflect changes in the conditions of the CRA subsequent to the most recent (2007) Holly Hill CRA Master Plan Update and reflect the proposed 10 year extended operational timeframe of the CRA. Based on the date of the CRA's establishment, the date of the adoption of the initial Holly Hill Community Redevelopment Plan—and **contingent upon authorization from Volusia County—the CRA's maximum operational timeframe is up to 60 years, or 2056.**

Draft Strategies, Goals, Objectives, and Policies

The GAI-CSG Team **will prepare draft strategies, goals, objectives, and policies** for the CRA to address the remaining conditions of blight identified during the existing conditions evaluation(s); address issues and items identified by City Project Team; and address the concerns and issues identified during the public engagement activities. The draft CRA Plan Update will be developed in accordance to Chapter(s) 163.360, 163.361, and 163.362, Florida Statutes.

Conceptual Master Plan

The update of the CRA Plan will include **a new Conceptual Master Plan** (reflecting recent CRA or City land acquisitions, other public parks and open spaces, and pending and proposed CRA and City projects) and a **prioritized Capital Projects Plan** for the CRA area that reflects the CRA's extended operational timeframe.

Prioritized Capital Projects Plan

The Capital Projects Plan will have an **implementation schedule** that will outline the proposed **prioritization and**

implementation periods for proposed capital projects and programming, as well as the estimated range of magnitude of **probable cost estimates for the proposed capital projects** and programming. Potential funding sources for capital projects—including TIF revenues, general fund revenues, grant funding and private sector funding—will be identified, along with responsible agencies and potential partnerships to assist implementation. The prioritized capital projects plan will be presented in a succinct manner utilizing infographics and a clear, straightforward graphic presentation.

Tax Increment Fund (TIF) Projections

The CRA Plan Update will include **projections of TIF Revenue through the extended operational timeframe** of the CRA. The TIF revenue projections will be based on the current City and County mileage rates, the terms and conditions of the Volusia County Delegation of Authority Resolution, and any related Interlocal Agreements between participating taxing authorities.

Neighborhood Impact Statement

In accordance with Chapter 163.362 (3), Florida Statutes, the CRA Plan Update will include a **Neighborhood Impact Statement** that describes the potential anticipated **impact of the Plan's redevelopment programs and projects on the residents** within the CRA in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effects upon school populations, and the physical and social qualities of the neighborhood.

Review by City Commission/City Staff

The draft updated CRA Plan will be provided to the City Commission and City staff for preliminary review and to solicit initial comments. The **GAI-CSG Team will meet individually with the Holly Hill City Commissioners to discuss the draft Holly Hill CRA Plan Update** and review any desired revisions or comments from City Commissioners. Comments received from this review will be incorporated into a revised CRA Plan Update document. The revised Plan will be utilized for legal and statutory review.

Legal and Statutory Compliance

A legal and statutory compliance review of the revised CRA Plan Update will be completed to **ensure the Plan's compliance** with Chapter(s) 163.360, 163.361, and 163.362, Florida Statutes, which regulate the creation, modification, and contents of CRA Plans.

Upon completion of the regulatory compliance review, the GAI-CSG Team will prepare the administrative adoption mechanisms for review and use by the City. These



Regional Affordable Housing Initiative Plan, Orange County, FL

administrative items include the **adopting Resolution** for use by the CRA to adopt the revised CRA Plan Update and the **adopting Ordinance** for use by the Holly Hill City Commission to adopt the CRA Plan Update and acknowledge the potential modifications to the operational timeframe of the CRA and TIF contribution period. The detailed terms and conditions of the Resolution and Ordinance will be based on previous discussions between the City, the GAI-CSG Team, Volusia County representatives, the final agreed-upon terms of the Volusia County Delegation of Authority Resolution and/or other preferred appropriate instrument (e.g., Interlocal Agreement) used to authorize the continued operation of the Holly Hill CRA.

In preparation for the Adoption Phase of the CRA Plan Update, the GAI-CSG Team will prepare in accordance with Chapter 163.361 (3)(a), for transmittal by the City Clerk, **the meeting notifications to the Volusia County Taxing authorities**. The City/CRA is required to notify the taxing authorities—i.e. those located in Volusia County that levy an ad-valorem tax on properties within the Holly Hill CRA—regarding the scheduled upcoming meeting(s) in which the Holly Hill City Commission may consider adoption of the CRA Plan Update.

Public Presentation of revised Draft Holly Hill CRA Plan Update (Final CRA Plan Workshop)

The GAI-CSG Team will present the revised draft CRA Plan Update at a public workshop to receive feedback and public comment. The GAI-CSG Team and the CRA Plan Update Project Team will review comments received at the workshop for inclusion in the final CRA Plan Update.

Deliverables:

- Preliminary Redevelopment Strategies Summary
- Website / Online Survey/ Interactive GIS Map
- Stakeholder Interviews (up to 12)
- Preliminary Draft CRA Plan
- Public Workshop #1 (Walk-In Daytime Open House)
- Public Workshop #2 (Evening Workshop)
- Revised Draft CRA Plan
- Adoption Resolution(s) and Ordinance
- Notifications to Volusia County Taxing Authorities

- CRA Draft Plan Presentation Public Workshop

Phase IV Update Plan Adoption and Extension of the CRA's Operational Timeframe

The final phase of the CRA Plan Update is the adoption phase. During this phase of the project, the **revised draft CRA Plan will receive its final reviews before being considered for adoption and the sunset date of the CRA considered for extension.** The CRA Governing Board and the Holly Hill City Commission will consider whether to adopt the updated Holly Hill CRA Plan by Resolution and Ordinance, respectively. The final adoption step for the CRA Plan Update is anticipated to be the Volusia County Council's consideration to adopt a revised Delegation of Authority Resolution authorizing the City's adopted CRA Plan and authorizing the extension of the CRA's operational timeframe. During this final phase, the GAI-CSG Team will closely coordinate with the City Clerk's office regarding meeting notices, advertisements, and notifications to taxing authorities to maintain statutory compliance throughout the CRA Plan's adoption process.

Task 7 CRA Plan Adoption Hearings

CRA Governing Board Hearings

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for review and comments. The GAI-CSG Team and the Holly Hill CRA Plan Update Team will meet subsequently to discuss requested revisions and recommendations received from the CRA Governing Board and their inclusion in the revised draft Holly Hill CRA Plan.

CRA Governing Board Hearing (Hearing 1)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for **consideration to recommend the Plan to be forwarded to the Board of Planning and Appeals.** The Board of Planning and Appeals will review the CRA Plan Update for general consistency with the City's adopted Comprehensive Plan. The Holly Hill CRA Governing Board will see the Plan again to consider it for adoption, **after** the Board of Planning and Appeals has made their determination.

Holly Hill Land Planning Agency (Board of Planning and Appeals) Hearing

In accordance with Chapter 163.360 (4), Florida Statutes,

the GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the Holly Hill Board of Planning and Appeals, acting as the Local Planning Agency, to review the updated Plan **"as to its conformity with the comprehensive plan for the development of the county or municipality as a whole."** The GAI-CSG Team will prepare the Agenda Memorandum and attachments for placement on the Board of Planning and Appeals Meeting Agenda, and will present the item at a regularly scheduled Board of Planning and Appeals meeting.

CRA Governing Board Hearing (Hearing 2)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan, along with Board of Planning and Appeals recommendations to the CRA Governing Board for **consideration to adopt the CRA Plan Update.**

Holly Hill City Commission Hearings

The Holly Hill City Commission will consider adopting the Holly Hill CRA Plan through the administrative mechanism of an Ordinance. The Ordinance will address the **adoption of the Holly Hill CRA Plan Update, the extension of the operational timeframe of the CRA, and the associated TIF contributions through the operational term of the CRA.** The adoption of the Ordinance will require two public hearings. GAI-CSG will present the Holly Hill CRA Plan Update to the City Commission as part of City Commission hearing(s) where the Plan is to be considered for adoption.

Volusia County Council

The Volusia County Council, based on their Charter County status, in accordance with Chapter 163.410, Florida Statutes, **reserves the right to authorize the creation and operation of CRAs to its municipalities through the delegation of authority.** The City of Holly Hill has previously received this delegation to enable the establishment of the CRA and its Tax Increment Trust Fund (1992). Based on the discussions and expectations achieved in Phase I, Task 2, the Volusia County Council **may consider adopting the Holly Hill CRA Plan and the extended operational timeframe of the CRA through the administrative mechanism of a Delegation of Authority Resolution.** The Resolution specifically outlines the redevelopment powers and authority of Chapter 163 Part III, Florida Statutes delegated from the County to the City of Holly Hill. The Delegation of Authority Resolution typically addresses the operational term and boundaries of the CRA area, TIF participation rates, CRA Governing Board composition, and other items determined by the County

Council. GAI-CSG will present the updated Holly Hill CRA Plan and other data as requested by the County to the Volusia County Council as part of County Council hearing(s) where the Delegation of Authority Resolution is to be considered for adoption.

The adoption of the Delegation of Authority by the Volusia County Council is anticipated to represent the final required adoption/approval for the Holly Hill CRA Plan Update.

Deliverables:

- **Revised Final Draft** of Holly Hill CRA Plan Update
- **One CRA Advisory Board Hearing** – Presentation of Holly Hill CRA Plan Update
- **Two CRA Governing Board Hearings** – Presentation of Holly Hill CRA Plan Update (Hearing 1 – recommendation to LPA for consistency review; Hearing 2 – Adoption of CRA Plan by Resolution)
- **One Holly Hill Local Planning Agency** (Board of Planning and Appeals) Hearing – Plan Consistency Hearing
- **Two Holly Hill City Commission Hearings** – Ordinance Adoption First and Second Reading Hearings
- **One Volusia County Council Hearing** – Delegation of Authority Resolution

Project Management (On Time and On Budget)

The previously described Project Approach and delivery will be administered to accommodate the project schedule, as determined at the project kick-off meeting with the City of Holly Hill Project Team and to accommodate the project's budget requirements. The following paragraphs describe the GAI-CSG Team's management approach to the delivery of the requested community redevelopment and redevelopment planning services.

The project management process utilized by the GAI-CSG Team is based on continuous internal and external communication. Internal communications include weekly GAI-CSG Project Team project status updates and resource reviews for the duration of the project. These internal meetings include a weekly check of the project's status regarding on-time (on-schedule) production and deliverables, the allocation of resources to maintain the project schedule, and /or to address any changes in the schedule. The outcome of these meetings ensures the project stays on schedule and within budget.

GAI-CSG's external communications give the client or their representatives weekly updates regarding the production schedule and budget status of the project, and enables the client to provide notice of any change in schedule or project scope information to the Project Team. The Information provided by GAI-CSG may be used by the client to provide timely project status briefings to boards, agencies, and /or elected officials. The use of weekly updates also apprises the GAI-CSG Team of any changes in schedule or scope from the client, enabling a quick response and adjustment of resources or staffing if needed. This continuous dialogue between GAI-CSG Team and clients ensures the client is continuously aware of the project status, and enables the GAI-CSG Team to respond in a timely, prudent manner to any changes in deliverables, meeting dates, or schedules that were not part of the initial scope.

Continuous communication enables the GAI-CSG Team to address client expectations and accommodate changes in the production schedule and scope while maintaining overall project schedules and staying within budget.

Weekly Departmental Meetings (Internal)

At the beginning of each week, the GAI-CSG Team holds an internal departmental meeting(s) to review the production deadlines and activities for each project looking forward for the next 2 to 3 weeks. **Each project is reviewed** to note upcoming submittal deadlines, meetings or production milestones, and the availability of Project Team resources to accommodate anticipated production needs. In addition to weekly labor and technical resource reviews, project budgets and available funds are also reviewed to identify any potential shortfalls or needs for additional funds. One of the benefits of weekly project review meetings at the departmental level is the opportunity to identify and to timely address any scheduling or budgetary issues immediately rather than later. This minimizes potential schedule disruption and minimizes potential budget impacts.

Weekly Project Team Meetings (Internal)

During each week, the GAI-CSG Team has an internal Project Team meeting(s) to review the individual project(s) production deadlines and activities looking forward for the next 2 to 3 weeks. **The individual project production process is reviewed** to note pending submittal deadlines, meetings, or production milestones and the availability of Project Team resources to accommodate the anticipated production needs. The **weekly labor and technical resource reviews, project budget reviews, and the available fund status are reviewed by the Project Team in detail** to identify any potential shortfalls or needs for

additional funds. Information and resource needs identified at the Project Team meetings are utilized at the department level to allocate additional resources where needed to maintain project schedule and adherence to the project budget.

Weekly Client Status Briefings (External)

The GAI-CSG Project Team provides **weekly updates regarding the production schedule and budget status of the project to the client or their representatives**. These weekly status briefings provide the client with a level of comfort and awareness of the status of the project(s) production from beginning to completion. Project status information may be used by the client to provide project status briefings to advisory boards, agencies and /or elected officials. The use of weekly project status updates also apprises the GAI-CSG Team of any changes in the schedule or scope requested by the client, **enabling a quick response and adjustment of resources or staffing if needed to keep the project on schedule and within budget**.

Budget Control

The GAI-CSG Project Team's continuous internal and external communications **ensures client awareness of the project status throughout the production cycle, as well as enables GAI-CSG to closely monitor utilization of the project budget**. This constant monitoring and internal dialogue allows the GAI-CSG Team to adhere to project budgets and, in some cases where additional services may be needed, enables identification of additional potential sources of project funding early in the production process. This identification early in the production process can minimize the potential impact upon the overall budget and production schedule, and can enable timely project completion.

Quality Assurance/Quality Control

The ability to successfully complete projects for public agencies that **meet or exceed expectations while staying in budget** is a skill we have developed over time. Many of our successes can be attributed to our Quality Assurance and Control (QA/QC) program, which allows us to stay on target while maintaining the schedule and budget. This program establishes a set of checks and balances **that identifies any necessary revisions or corrections during the production process**, so they can be corrected before the final product is shared with the client. Here are a few of the key areas of our QA/QC program:

Management Responsibility: A technical Principal is

assigned to every client and project with the designated authority and responsibility for **the overall control of the project and to assure that quality procedures are implemented and maintained**.

Project Control: The Project Manager is responsible for the management of the Team to assure procedures are in place **to maintain control of the project scope, budgets, and regulatory approvals**. These individuals **meet weekly to review the status of the project and make adjustments** as required.

Document Control: We use an established formatting procedure for all electronic document records, which allows us to track and manage all documents, integrate the work of our sub-consultants, and **track modifications to documents to verify that requested changes are incorporated**.

Project Peer Review: Peer reviews are **performed by technical Principals and Senior staff members with over 15+ years of experience in their respective disciplines**. In the case of the Holly Hill CRA Plan Update, technical reviews during the production phase would be administered by **certified redevelopment professionals** (certified by the Florida Redevelopment Association [FRA] Redevelopment Academy) and **certified planners** (certified by the American Planning Association [APA] American Institute of Certified Planners [AICP]).

Additional technical reviews may be performed by urban designers, transportation planners, and engineering professionals for specific recommendations, strategies, or projects as applicable. Items addressed by the Project Peer Review(s) include technical components of the plan, study, or document; as well as the overall composition, appearance, flow, and functionality of the deliverable. These continuous QA/QC processes utilized by GAI-CSG during each phase of the project, provide reliable high-quality, professionally created redevelopment planning documents, programming, and strategies for clients.

Proposed Budget and Sample Contract

The proposed Fee to provide the requested services is not to exceed **\$98,289**, including direct expenses. The following proposed Fee Schedule provides a breakdown of the cost per each task to be performed under the Scope of Services. Hourly rates and conditions for additional work are attached.

Phase	Task	Fee	Duration
Phase I. Establish Project Expectations		\$22,077	3 Months
	1. Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)	\$9,147	
	2. Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives, Expectations)	\$12,930	
Phase II. Background Data Collection		\$21,928	3 Months
	3. Existing Conditions Analysis: Demographic, Economic and Regulatory Data Evaluation	\$18,828	
	4. Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)	\$3,100	
Phase III. CRA Plan Update		\$40,784	4 Months
	5. Public Engagement Process	\$14,442	
	6. Draft CRA Plan Update	\$26,342	
Phase IV. Plan Adoption		\$10,500	3 Months
	7. CRA Plan Adoption Hearings	\$10,500	
Subtotal Fee		\$95,289	
Reimbursables		\$3,000	
Total Fees / Duration		\$98,289	13 Months



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

October 12, 2023

GAI Project R221320.00

City of Holly Hill, Florida

Proposal

New Community Redevelopment Plan Update Holly Hill, Florida

The City of Holly Hill has requested an ***in-depth analysis of the adopted Community Redevelopment Plan (2007), an update of the Community Redevelopment Plan***, and to ***effect a 10-year extension*** for the Holly Hill CRA operational timeframe beyond 2026 to 2036.

Project Understanding

The Holly Hill CRA was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, authorizing the establishment of the Holly Hill CRA by the City of Holly Hill and establishing the operational term of the CRA (2026) unless otherwise extended. The Holly Hill CRA encompasses 720 acres and consists of 1,616 parcels. The CRA area was 443 acres. The CRA District consists of residential, commercial, and industrial properties generally located between the FEC Railroad and US 1 (Ridgewood Avenue), and between Mason Avenue and portions of LPGA Boulevard.

The first Holly Hill CRA Plan was adopted in 1996. Based on the year the CRA was established (prior to 2002) and the year in which the initial Holly Hill CRA Plan was adopted (1996), the Holly Hill CRA has a base operational timeframe of 30 years, with an option to be extended up to 60 years from the date of the initial CRA Plan adoption or 2056. The Holly Hill CRA has implemented a wide range of capital infrastructure improvements within the redevelopment area (streetscapes, parks and open spaces, stormwater, and utility improvements), and has realized numerous redevelopment programming successes (small business support, commercial corridor improvement, and destination tourism development). However, these successes have been limited due to several unforeseen environmental and economic factors, including the economic recession of the 2000s, the COVID-19 pandemic, and recent spikes in material costs due to inflation.

To accommodate the range of services in RFP 23-CRA, the GAI-CSG Team proposes early engagement and coordination efforts with Volusia County government during the Holly Hill CRA Plan Update process. This early coordination will provide the CRA guidance regarding Volusia County's propensity to favorably consider the potential extension of the operational timeframe of the CRA, and to identify common redevelopment objectives that are

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shared with the County for inclusion in the Holly Hill CRA Plan Update. Maintaining this successful and mutually beneficial partnership is one of the key objectives, before during and after the Holly Hill CRA Plan Update. This early coordination with the County may also influence, whether and how, the CRA proceeds with the Plan Update. Specifically, if preliminary discussions with Volusia County indicate an unwillingness to consider for approval the potential extension of the CRA, then the subsequent activity of updating the CRA Plan are significantly impacted.

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phases of the project may be advanced, modified or not advanced.

Per your request, GAI Consultants, Inc. is submitting this Proposal to The City of Holly Hill (Client) for the performance of the professional services described below in the Scope of Services.

Scope of Services

Based on our understanding of the project requirements/criteria you have provided to date, GAI will perform the following described Scope of Services:

Phase I Establish Project Expectations

The initial phase of the project will include in-depth coordination with the CRA Project Team and representatives from the Volusia County Manager's office. These initial meetings will be used to *clarify the City's expectations and the redevelopment objectives of the CRA Plan Update*. These initial meetings with the Volusia County Manager's representatives will help *identify the County's position regarding the potential extension of the operational timeframe*, as well as other City redevelopment objectives. The findings of this early coordination with Volusia County will influence whether, and how, the CRA proceeds with the Plan Update.

Task 1 Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)

GAI-CSG will facilitate a kick-off meeting with the CRA Plan Update Project Team to *confirm the City's redevelopment objectives and expectations* for the update of the CRA Plan. Takeaways from this meeting will include confirmation of City objectives to extend the CRA's operational timeframe; identification of ongoing, planned, and programmed infrastructure projects and programs; identification of City/CRA data sources and points of contact; establishment of preliminary priorities; and establishment of the CRA Plan Update schedule.

Task 2 Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives and Expectations)

GAI-CSG will facilitate a kick-off meeting with representatives from the Volusia County Manager's office to present the CRA's redevelopment accomplishments; achievements realizing shared redevelopment objectives with Volusia County;

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and fiscal impacts to the County. We will also discuss the County's position regarding the *potential extension of the operational timeframe* of the CRA, along with other City redevelopment objectives. The GAI-CSG Team will evaluate the elements of the Volusia County Comprehensive Plan (i.e., Future Land Use, Housing Element, Transportation Element, and Economic Element) to *identify which Comprehensive Plan Goals, Objectives, and Policies were realized or advanced* by the accomplishments and activities of the Holly Hill CRA; *enumerate fiscal impacts to the County* resultant from CRA activities; and *identify key community redevelopment accomplishments*.

The GAI-CSG Team will prepare a *Summary Memo* and *Redevelopment Agency Accomplishment Matrix* for the County's records and reference. The *Summary Memo* will provide a narrative record of the relevant Holly Hill CRA accomplishments and fiscal contributions, while the *Redevelopment Agency Accomplishment Matrix* will present the Holly Hill CRA accomplishments relative to each of the Volusia County Comprehensive Plan Elements that were reviewed. Complementing this data will be an *evaluation by the GAI-CSG Team of external factors* (e.g., the COVID-19 pandemic, economic recessions or downturns, inflation) that may have influenced or limited the Holly Hill CRA's ability to more fully implement and/or realize the redevelopment strategies and objectives identified in the previous CRA Plans and in the Volusia County Comprehensive Plan. This information will be utilized to support the City's request for the County to consider extending the operational timeframe of the CRA.

In addition to meeting with representatives of the County Administrator's office, the GAI-CSG Team will facilitate individual briefing meetings with the Volusia County District 4 Council member who represents Holly Hill. Takeaways from these meetings will include *identification of the County's position regarding consideration of granting an extension to the operational timeframe of the CRA*; potential performance recommendations or directions from the County for future CRA activities and programming; Volusia County redevelopment objectives and shared redevelopment objectives with the City; identification of County data sources and points of contact; identification of ongoing, planned, and programmed County infrastructure projects that will affect the CRA; future coordination opportunities; and discussion of the preliminary CRA Plan Update schedule.

Deliverables:

- *Kick-off meeting (1 meeting) with CRA Project Team and a Meeting Summary memo*
- *Summary Memo (CRA activities; fiscal impacts to County and external factors affecting CRA performance) and Redevelopment Agency Accomplishment Matrix relative to realization of Volusia County Comprehensive Plan Goals, Objectives, and Policies*

- *Kick-off meeting(s) (3 meetings) with Volusia County Administrator's representatives, individual meetings with Volusia County District 4 Council Member, and a Meetings Summary memo*

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phase activities of the project may be modified or not advanced.

Phase II Background Data Collection

Contingent upon the findings of the initial Phase I kick-off meetings, the GAI-CSG Team will meet with the Holly Hill CRA Project Team to review the discussions with Volusia County representatives and discuss next steps in the project. Based on the determination to proceed, the GAI-CSG Team may begin aspects of the Data Collection portion of the project.

If the preliminary discussions with the representatives of the Volusia County Administrator's office do indicate a willingness to consider extending the operational timeframe of the CRA (Option 1), then the CSG Team will begin the CRA Plan Update for the extended planning horizon. If the preliminary discussions with the representatives of the Volusia County Administrator's office do not indicate a willingness to consider extending the operational timeframe of the CRA (Option 2), then the GAI-CSG Team will meet with the CRA Project Team to discuss options to proceed. These options may include planning for the close-out of the CRA in 2026, and/or examining post-2026 options, non-TIF-related redevelopment programming participation by the County, City-only funded TIF and CRA, or some other option to be discussed.

Contingent upon the option selected by the CRA Project Team on how to proceed, the GAI-CSG Team may begin data collection to advance the project.

Task 3 Existing Conditions Analysis: Demographic, Economic, and Regulatory Data Evaluation

Existing Conditions: Demographic Conditions Analysis

The GAI-CSG Team will perform an in-depth evaluation of the demographic data of the City of Holly Hill and CRA. The GAI-CSG Team will utilize the latest available U.S. Census data, American Community Survey data, and other data sources to compile a holistic demographic profile of the City and CRA area that *identifies demographic and economic trends affecting population, diversity, education, and households*. This information will be used to develop a representative picture of the existing conditions of the Holly Hill community, its surrounding neighbors and region, and its CRA area for inclusion in the CRA Plan Update.

Existing Conditions: Economic Conditions Analysis

The GAI-CSG Team will analyze the economic conditions affecting the CRA. *Items to be evaluated will include tax base and ownership data, as well as regional and local real estate trends (property value trends within and outside the CRA)*. The real estate and property valuation analysis data will be used to prepare increment

projections (TIF projections) for the CRA. The GAI-CSG Team will also conduct stakeholder interviews with local developers, business owners, and operators within the City and CRA to better *understand the effects that local economic conditions and trends have upon local businesses and businesses within the CRA*. The evaluation of local economic trends will focus on recent catalytic projects (e.g., Pictona), their continuing effects upon the area, and the next place-based economic development and redevelopment opportunities (trends) that may become available to the City. Based upon the findings of the economic conditions analysis, the GAI-CSG Team will prepare preliminary recommendations to address the documented economic conditions and preliminary potential redevelopment opportunities.

Existing Conditions: Regulatory Review

The GAI-CSG Team will review relevant City and County regulatory plans and documents that affect the operations of the CRA. These documents will include, but are not limited to, current and proposed Capital Improvement Programs (CIPs), City and County Comprehensive Plans, applicable CRA District Design Guidelines, and the City's Land Development Code. The adopted Plans' review *will identify the potential effects (supporting, not supporting, or neutral) of the Plans upon the CRA's redevelopment objectives and identify potential revisions or recommendations*. The adopted plans review will also begin the preliminary identification of potential programming and projects for inclusion in the CRA Plan Update. The existing code and land development requirements for commercial corridor and streetscape design will be reviewed in detail to identify established City design themes, along with potential design guideline and code modifications that may be able to reinforce and support the City's existing visual and design themes.

Deliverables:

- *Follow-up meeting (1 meeting) with CRA Project Team to discuss Volusia County's position and determination to proceed*
- *Finding of Necessity evaluation(s) for presence of "slum" and "blight" conditions within the current CRA boundaries and within potential CRA expansion areas*
- *Summary Memo of Finding of Necessity Evaluation(s); associated Blight Conditions Matrix for each area evaluated and prioritized list of potential CRA expansion areas*
- *Summary Memo of the Existing Conditions Analysis (Demographic, Economic, Regulatory) of the current Holly Hill CRA area*

Task 4 Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)

The GAI-CSG Team will review the CRA Plan(s), (1996 CRA Plan and 2007 CRA Master Plan Update), Annual Reports, CRA meeting minutes, spending to date, and completed projects to determine the Holly Hill CRA's success in implementing the Redevelopment Plan Goals, Objectives, and Programs

identified in its CRA Plan(s). The GAP analysis will identify which Goals and Objectives from the CRA Plan(s) have been realized, partially realized, or not realized. This information will be used during the CRA Plan Update process to *articulate the successful impacts* of the CRA to date; identify new, ongoing, or continuing projects to address *partially* realized Goals and Objectives; and identify new projects or programs to address Goals and Objectives that have *not* yet been realized. The findings of the GAP analysis will be incorporated into the CRA Plan Update document.

Deliverables:

- *Summary Memo of GAP Analysis findings*
- *Follow-up meeting (1 meeting) with the CRA Project Team to review and discuss findings of the GAP Analysis*

Phase III CRA Plan Update

The foundation of a representative and functional CRA Plan is a *robust public engagement process*. During this phase, the GAI-CSG Team will activate a range of public engagement mechanisms as part of the CRA Plan Update development. Public engagement mechanisms will include public information workshops and stakeholder interviews, a project-specific website with an interactive GIS map and online survey, and public presentations of CRA Plan Update.

The GAI-CSG Team will prepare *draft objectives, policy strategies, and goals for the CRA to address the existing conditions of blight and the City's long-term redevelopment objectives*. The draft CRA Plan Update will be developed in strict accordance to Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes*, which regulate the creation, modification, and contents of CRA Plans.

The GAI-CSG Team will review the draft CRA Plan Update for *legal and statutory compliance* with the applicable *Florida Statutes* and prepare the administrative mechanisms for adoption of the CRA Plan Update by the City Commission and CRA Governing Board.

The GAI-CSG Team will present the draft CRA Plan Update to the City Commission/CRA Board and City staff for review and comments. The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update for public review and comment at a public workshop prior to adoption hearings.

Task 5 Public Engagement Process

Multiple Public Engagement Opportunities

The Holly Hill Community Redevelopment Plan Update will clarify and articulate a community vision for the Holly Hill CRA area that is based on *extensive community engagement and outreach*. Proposed community engagement and outreach activities will include a robust mixture of *online* (website, survey, interactive maps), *in-person workshops*, and *interactive events* (e.g., bus tour with community and thought-leaders) designed to provide the Holly Hill community

with a variety of ways to participate, engage, and provide direct input throughout the CRA Plan Update process.

The Existing Conditions summary presentations given to the CRA governing board will serve as the informational/educational component, with a preview of the public engagement activities to be presented at the public workshop.

Website/Online Survey/Interactive GIS Map

The GAI-CSG Team will develop a standalone webpage that can be linked to the City's home page and the CRA webpage. The website will be a public portal and clearinghouse of project information for the CRA Plan Update. Information presented on the page will include the CRA's purpose, the purpose of the CRA Plan Update, a project production schedule, and meeting dates and opportunities for public input. The online opportunities for public input will include an online survey instrument and an interactive GIS map, upon which participants can leave comments and view comments from other participants.

Stakeholder Interviews

The GAI-CSG Team will facilitate stakeholder interviews as another facet of the public engagement activities. Stakeholder interviews with Holly Hill elected officials, business owners and operators, and local thought leaders will provide another opportunity for *in-depth public engagement and discussions regarding future redevelopment activities* in the CRA. The GAI-CSG Team will facilitate up to 12 small group or individual stakeholder interviews over a contiguous 2-day period. The CRA (City) Project Team will identify and schedule 30- to 40-minute stakeholder interviews to be held over a 2-day period. Elected officials will be interviewed in one-on-one settings, in accordance with public notice and Sunshine Law requirements. At the stakeholder workshops, participants will be advised of the availability of the CRA Plan Update website and online input tools, and will be invited to the upcoming CRA Plan Update public workshops.

Public Workshops

Traditional public workshops provide an additional method of gathering public input and offering an opportunity for the public to engage in in-depth discussions regarding the future development and redevelopment of Holly Hill. *The GAI-CSG Team will prepare for and facilitate at least two in-person discussions to gather additional public input for the update of the Holly Hill CRA Plan.* The public workshops will be held at two different dates and times to accommodate the schedules of as many participants as possible. One public workshop will be a day-long walk-in workshop held from 9 a.m. to 4 p.m.; the second workshop will be an evening workshop held from 6 p.m. to 8 p.m. The public workshop will have three components: (1) Educational – an educational/informational presentation about the CRA, existing conditions, and preliminary recommendations; (2) Interactive – participants will be engaged with thought exercises in which they are asked to discuss the challenges and opportunities facing the City of Holly Hill and the CRA from their perspectives; and (3) a Base Map Exercise – participants are asked to indicate on a base map of the CRA

locations where they identify certain issues or opportunities within the CRA. The information gathered through these base map exercises will be critical to reaffirming the community's vision for Holly Hill and its physical environment, and can identify specific locations for new development, community priorities, areas for new programming, and areas for additional capital investment.

Task 6 Draft CRA Plan Update

Preliminary Draft CRA Plan Update

Operational Timeframe

GAI-CSG will prepare an update to the CRA Plan that will reflect changes in the conditions of the CRA subsequent to the most recent (2007) Holly Hill CRA Master Plan Update and reflect the proposed 10-year extended operational timeframe of the CRA. Based on the date of the CRA's establishment, the date of the adoption of the initial Holly Hill Community Redevelopment Plan—and *contingent upon authorization from Volusia County—the CRA's maximum operational timeframe is up to 60 years, or 2056.*

Draft Strategies, Goals, Objectives, and Policies

The GAI-CSG Team *will prepare draft strategies, goals, objectives, and policies* for the CRA to address the remaining conditions of blight identified during the existing conditions evaluation(s); address issues and items identified by City Project Team; and address the concerns and issues identified during the public engagement activities. The draft CRA Plan Update will be developed in accordance to Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes.*

Conceptual Master Plan

The update of the CRA Plan will include *a new Conceptual Master Plan* (reflecting recent CRA or City land acquisitions, other public parks and open spaces, and pending and proposed CRA and City projects) and *a prioritized Capital Projects Plan* for the CRA area that reflects the CRA's extended operational timeframe.

Prioritized Capital Projects Plan

The Capital Projects Plan will have an *implementation schedule* that will outline the proposed *prioritization and implementation periods* for proposed capital projects and programming, as well as the estimated range of magnitude of *probable cost estimates for the proposed capital projects* and programming. Potential funding sources for capital projects—including TIF revenues, general fund revenues, grant funding and private sector funding—will be identified, along with responsible agencies and potential partnerships to assist implementation. The prioritized capital projects plan will be presented in a succinct manner utilizing infographics and a clear, straightforward graphic presentation.

Tax Increment Fund (TIF) Projections

The CRA Plan Update will include *projections of TIF Revenue through the extended operational timeframe* of the CRA. The TIF revenue projections will be based on the current City and County mileage rates, the terms and conditions of the

Volusia County Delegation of Authority Resolution, and any related Interlocal Agreements between participating taxing authorities.

Neighborhood Impact Statement

In accordance with Chapter 163.362 (3), *Florida Statutes*, the CRA Plan Update will include a *Neighborhood Impact Statement* that describes the potential anticipated *impact of the Plan's redevelopment programs and projects on the residents* within the CRA in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effects upon school populations, and the physical and social qualities of the neighborhood.

Review by City Commission/City Staff

The draft updated CRA Plan will be provided to the City Commission and City staff for preliminary review and to solicit initial comments. The GAI-CSG Team will *meet individually with the Holly Hill City Commissioners to discuss the draft Holly Hill CRA Plan Update* and review any desired revisions or comments from City Commissioners. Comments received from this review will be incorporated into a revised CRA Plan Update document. The revised Plan will be utilized for legal and statutory review.

Legal and Statutory Compliance

A legal and statutory compliance review of the revised CRA Plan Update will be completed to *ensure the Plan's compliance* with Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes*, which regulate the creation, modification, and contents of CRA Plans.

Upon completion of the regulatory compliance review, the GAI-CSG Team will prepare the administrative adoption mechanisms for review and use by the City. These administrative items include the *adopting Resolution* for use by the CRA to adopt the revised CRA Plan Update and the *adopting Ordinance* for use by the Holly Hill City Commission to adopt the CRA Plan Update and acknowledge the potential modifications to the operational timeframe of the CRA and TIF contribution period. The detailed terms and conditions of the Resolution and Ordinance will be based on previous discussions between the City, the GAI-CSG Team, Volusia County representatives, the final agreed-upon terms of the Volusia County Delegation of Authority Resolution and/or other preferred appropriate instrument (e.g., Interlocal Agreement) used to authorize the continued operation of the Holly Hill CRA.

In preparation for the Adoption Phase of the CRA Plan Update, the GAI-CSG Team will prepare in accordance with Chapter 163.361 (3)(a), for transmittal by the City Clerk, *the meeting notifications to the Volusia County Taxing authorities*. The City/CRA is required to notify the taxing authorities—i.e. those located in Volusia County that levy an ad-valorem tax on properties within the Holly Hill CRA— regarding the scheduled upcoming meeting(s) in which the Holly Hill City Commission may consider adoption of the CRA Plan Update.

Public Presentation of revised Draft Holly Hill CRA Plan Update (Final CRA Plan Workshop)

The GAI-CSG Team will present the revised draft CRA Plan Update at a public workshop to receive feedback and public comment. The GAI-CSG Team and the CRA Plan Update Project Team will review comments received at the workshop for inclusion in the final CRA Plan Update.

Deliverables:

- *Preliminary Redevelopment Strategies Summary*
- *Website/Online Survey/Interactive GIS Map*
- *Stakeholder Interviews (up to 12)*
- *Preliminary Draft CRA Plan*
- *Public Workshop #1 (Walk-In Daytime Open House)*
- *Public Workshop #2 (Evening Workshop)*
- *Revised Draft CRA Plan*
- *Adoption Resolution(s) and Ordinance*
- *Notifications to Volusia County Taxing Authorities*
- *CRA Draft Plan Presentation Public Workshop*

Phase IV Update Plan Adoption and Extension of the CRA's Operational Timeframe

The final phase of the CRA Plan Update is the adoption phase. During this phase of the project, the *revised draft CRA Plan will receive its final reviews before being considered for adoption and the sunset date of the CRA considered for extension.* The CRA Governing Board and the Holly Hill City Commission will consider whether to adopt the updated Holly Hill CRA Plan by Resolution and Ordinance, respectively. The final adoption step for the CRA Plan Update is anticipated to be the Volusia County Council's consideration to adopt a revised Delegation of Authority Resolution authorizing the City's adopted CRA Plan and authorizing the extension of the CRA's operational timeframe. During this final phase, the GAI-CSG Team will closely coordinate with the City Clerk's office regarding meeting notices, advertisements, and notifications to taxing authorities to maintain statutory compliance throughout the CRA Plan's adoption process.

Task 7 CRA Plan Adoption Hearings CRA Governing Board Hearings

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for review and comments. The GAI-CSG Team and the Holly Hill CRA Plan Update Team will meet subsequently to discuss requested revisions and recommendations received from the CRA Governing Board and their inclusion in the revised draft Holly Hill CRA Plan.

CRA Governing Board Hearing (Hearing 1)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for *consideration to recommend the Plan to be*

forwarded to the Board of Planning and Appeals. The Board of Planning and Appeals will review the CRA Plan Update for general consistency with the City's adopted Comprehensive Plan. The Holly Hill CRA Governing Board will see the Plan again to consider it for adoption, *after* the Board of Planning and Appeals has made their determination.

Holly Hill Land Planning Agency (Board of Planning and Appeals) Hearing

In accordance with Chapter 163.360 (4), *Florida Statutes*, the GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the Holly Hill Board of Planning and Appeals, acting as the Local Planning Agency, to review the updated Plan "*as to its conformity with the comprehensive plan for the development of the county or municipality as a whole.*" The GAI-CSG Team will prepare the Agenda Memorandum and attachments for placement on the Board of Planning and Appeals Meeting Agenda, and will present the item at a regularly scheduled Board of Planning and Appeals meeting.

CRA Governing Board Hearing (Hearing 2)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan, along with Board of Planning and Appeals recommendations to the CRA Governing Board for *consideration to adopt the CRA Plan Update.*

Holly Hill City Commission Hearings

The Holly Hill City Commission will consider adopting the Holly Hill CRA Plan through the administrative mechanism of an Ordinance. The Ordinance will address the *adoption of the Holly Hill CRA Plan Update, the extension of the operational timeframe of the CRA, and the associated TIF contributions through the operational term of the CRA.* The adoption of the Ordinance will require two public hearings. GAI-CSG will present the Holly Hill CRA Plan Update to the City Commission as part of City Commission hearing(s) where the Plan is to be considered for adoption.

Volusia County Council

The Volusia County Council, based on their Charter County status, in accordance with Chapter 163.410, *Florida Statutes*, *reserves the right to authorize the creation and operation of CRAs to its municipalities through the delegation of authority.* The City of Holly Hill has previously received this delegation to enable the establishment of the CRA and its Tax Increment Trust Fund (1992). Based on the discussions and expectations achieved in Phase I, Task 2, the Volusia County Council *may consider adopting the Holly Hill CRA Plan and the extended operational timeframe of the CRA through the administrative mechanism of a Delegation of Authority Resolution.* The Resolution specifically outlines the redevelopment powers and authority of Chapter 163 Part III, *Florida Statutes* delegated from the County to the City of Holly Hill. The Delegation of Authority Resolution typically addresses the operational term and boundaries of the CRA area, TIF participation rates, CRA Governing Board composition, and other items determined by the County Council. GAI-CSG will present the updated Holly Hill CRA Plan and other data as requested by the County to the Volusia County

Council as part of County Council hearing(s) where the Delegation of Authority Resolution is to be considered for adoption.

The adoption of the Delegation of Authority by the Volusia County Council is anticipated to represent the final required adoption/approval for the Holly Hill CRA Plan Update.

Deliverables:

- *Revised Final Draft of Holly Hill CRA Plan Update*
- *One CRA Advisory Board Hearing – Presentation of Holly Hill CRA Plan Update*
- *Two CRA Governing Board Hearings – Presentation of Holly Hill CRA Plan Update (Hearing 1 – recommendation to LPA for consistency review; Hearing 2 – Adoption of CRA Plan by Resolution)*
- *One Holly Hill Local Planning Agency (Board of Planning and Appeals) Hearing – Plan Consistency Hearing*
- *Two Holly Hill City Commission Hearings – Ordinance Adoption First and Second Reading Hearings*
- *One Volusia County Council Hearing – Delegation of Authority Resolution*

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable within thirteen months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be on a lump sum basis with a maximum budget not to exceed \$98,289. The estimated fee is shown in the following table.

October 12, 2023
GAI Project R221320.00

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Phase	Task	Fee	Duration
I. Establish Project Expectations		\$22,077	3 mos.
	1. Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)	\$9,147	
	2. Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives, Expectations)	\$12,930	
II. Background Data Collection		\$21,928	3 mos.
	3. Existing Conditions Analysis: Demographic, Economic and Regulatory Data Evaluation	\$18,828	
	4. Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)	\$3,100	
III. CRA Plan Update		\$40,784	4 mos.
	5. Public Engagement Process	\$14,442	
	6. Draft CRA Plan Update	\$26,342	
IV. Plan Adoption			3 mos.
	7. CRA Plan Adoption Hearings	\$10,500	
Subtotal FEE		\$95,289	
	Reimbursables	\$3,000	
Total Fees		<u>\$98,289</u>	

Attachment: Holly Hill CRA Update GAI Consultants FINAL (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the CRA 2007 Plan)

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

October 12, 2023
GAI Project R221320.00

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Please do not hesitate to contact me at 321-319-3125 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

REQUESTED AND AUTHORIZED BY:

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

City of Holly Hill, Florida

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

A. Blake Drury, AICP
Planning Director

ABD/cl

Attachments:

Exhibit A – GAI Standard Terms and Conditions for Professional Services

October 12, 2023
GAI Project R221320.00

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

EXHIBIT A

GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation - GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
 - C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
 - D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 9. Insurance
 - A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
 Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
 - B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
 - C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
 - D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
 10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
 11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
 12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
 13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
 14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
 - B. GAI believes that the work performed, tested or observed meets the certification criteria; and
 - C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.
- Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

An aerial photograph of a park area. In the foreground, there is a paved plaza with a circular fountain in the center. To the left, there is a red and white striped tent. The park is filled with trees, grass, and many people walking or sitting. A blue semi-transparent rectangle is overlaid on the top right of the image, containing the text 'FORM E-VERIFY COMPLIANCE' in white.

FORM E-VERIFY COMPLIANCE

Creating Great Community Places

GAI CONSULTANTS | COMMUNITY SOLUTIONS GROUP

City Manager

E-VERIFY COMPLIANCE
Affidavit of E-Verify Requirements Compliance

The Consultant/Contractor agrees to comply with Section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.095, Florida Statutes.

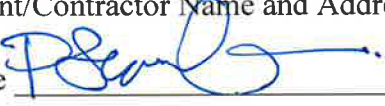
1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitutes a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach.

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, FL 32801

Consultant/Contractor Name and Address _____

Signature  _____

Name and Title Peter C. Sechler, PLA/AICP
Vice President



Sample Reports

HIGH SPRINGS COMMUNITY REDEVELOPMENT AGENCY STRATEGIC PLAN

2022 STRATEGIC PLAN UPDATE FOR THE EAST TAMPA CRA

MAITLAND DOWNTOWN MASTER PLAN

SEBASTIAN CRA SUSTAINABLE ECONOMIC REDEVELOPMENT MASTER PLAN

Full Reports Available with Digital File

COMMUNITY REDEVELOPMENT AGENCY STRATEGIC PLAN

AUGUST 2021

HIGH SPRINGS

Attachment: Holly Hill CRA Update GAI Consultants FINAL (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the CRA 2007 Plan)

CITY OF HIGH SPRINGS

COMMUNITY REDEVELOPMENT AGENCY STRATEGIC PLAN

AUGUST 2021

GAI's Community Solutions Group (CSG) is a cross-functional team of professionals that helps create sustainable, livable places. We plan and design public spaces, sculpt landscapes and parks, reimagine streets and roads, and provide the regulatory and economic insight necessary to bring projects to life.

GAI CONTACTS:

Thomas Kohler | Senior Director of Economics
Keith Oropeza, PLA, ASLA | Landscape Architecture Director
Laura Smith | Financial Analyst Manager
Natalie Frazier | Data Analyst

Contact Us

GAI Consultants, Inc.
618 East South Street, Suite 700
Orlando, Florida 32801
(407) 423-8398

ACKNOWLEDGMENTS:

High Springs City Commission/Community Redevelopment Agency

Mayor Ms. Gloria James
Mrs. Linda Jones | Vice Mayor
Mr. Byran Williams | Commissioner
Mr. Scott Jamison | Commissioner
Mr. Ross Ambrose | Commissioner/CRA Chairman

High Springs City Staff

Ms. Ashley Stathatos | City Manager/CRA Executive Director
Mr. Bruce Gillingham | Assistant City Manager/Fire Chief
Mr. Damon Messina | Parks & Recreation Director
Mr. Alan Alligood | Building Official
Mr. Antoine Shephard | Police Chief
Mr. David Sutton | CRA Coordinator
Mr. Kevin Mangan | Public Information Officer
Mrs. Jenny Parham | City Clerk



**COMMUNITY
SOLUTIONS
GROUP**

© GAI Consultants, Inc. 2021
This document has been prepared by GAI Consultants, Inc. on behalf of the City of High Springs Community Redevelopment Agency.

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2022 STRATEGIC PLAN UPDATE FOR THE EAST TAMPA COMMUNITY REDEVELOPMENT AREA

JUNE 30, 2022

Acknowledgments

City of Tampa Mayor Jane Castor

City of Tampa Community Redevelopment Agency Board

Joseph Citro
William Carlson, Jr
Orlando Gudes
Lynn Hurtak - CRA Chair
Guido Maniscalco
Charlie Miranda
Luis Viera

East Tampa CRA Staff

Michelle VanLoan – CRA Director
Cedric McCray – ETCRA Manager
Brenda Thrower – Interim ETCRA Manager
Ed Johnson – Former ETCRA Manager
Eva Hughes – ETCRA Staff

East Tampa Community Advisory Committee FY 2022

Fran Tate (Chair)
Dominique Cobb (Vice Chair)
Rhonda Billups (Member)
Connie Burton (Member)
Bobbie Jean Curry (Member)
Cynthia Few (Member)
Denese Meteye James (Member)
Jeffery Johnson (Member)
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City of Tampa Departments

City Planning
Economic Opportunity
Historic Districts & Architecture
Housing and Community Development
Infrastructure and Mobility
Neighborhood Enhancement & Outreach
Parks and Recreation
TPD, Public Safety and Environmental Crimes Unit
Water
Wastewater
Solid Waste
Stormwater
Transportation Mobility

Community Leaders

East Tampa CAC Subcommittee Members
East Tampa Revitalization Partnership Members
Neighborhood Association Leaders and Participants

Consultant Team

GAI Consultants' Community Solutions Group
Ariel Business Group
Element Engineering
Fred Hearn & Associates
Kerrick Williams Photography



The entire planning team wishes to thank all the participants in this process, conducted during the height of the COVID-19 pandemic. Your dedication of time, resources and ideas was remarkable, as was your patience and grace in conducting such a complex effort in these unusual times.

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MAITLAND DOWNTOWN MASTER PLAN

ADOPTED
July 24, 2017



Aerial view of Downtown Core (2015)

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CITY OF SEBASTIAN, FL **SEBASTIAN CRA SUSTAINABLE ECONOMIC REDEVELOPMENT MASTER PLAN**

*Prepared for: City of Sebastian Community Redevelopment Agency
Prepared by: GAI Consultants, Inc.*

CITY OF SEBASTIAN, FL SEBASTIAN CRA SUSTAINABLE ECONOMIC REDEVELOPMENT MASTER PLAN

2022–2023

ACKNOWLEDGMENTS

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**COMMUNITY
SOLUTIONS
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Inc. on behalf of the City of Sebastian Community
Redevelopment Agency, FL



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November 6, 2023

GAI Project R221320.00

City of Holly Hill, Florida

Proposal

New Community Redevelopment Plan Update Holly Hill, Florida

The City of Holly Hill has requested an ***in-depth analysis of the adopted Community Redevelopment Plan (2007), an update of the Community Redevelopment Plan***, and to ***effect a 10-year extension*** for the Holly Hill CRA operational timeframe beyond 2026 to 2036.

Project Understanding

The Holly Hill CRA was established in 1992 through the adoption of a Delegation of Authority Resolution (92-257) from the Volusia County Board of County Commissioners, authorizing the establishment of the Holly Hill CRA by the City of Holly Hill and establishing the operational term of the CRA (2026) unless otherwise extended. The Holly Hill CRA encompasses 720 acres and consists of 1,616 parcels. The CRA District consists of residential, commercial, and industrial properties generally located between the FEC Railroad and US 1 (Ridgewood Avenue), and between Mason Avenue and portions of LPGA Boulevard.

The first Holly Hill CRA Plan was adopted in 1996. Based on the year the CRA was established (prior to 2002) and the year in which the initial Holly Hill CRA Plan was adopted (1996), the Holly Hill CRA has a base operational timeframe of 30 years, with an option to be extended up to 60 years from the date of the initial CRA Plan adoption or 2056. The Holly Hill CRA has implemented a wide range of capital infrastructure improvements within the redevelopment area (streetscapes, parks and open spaces, stormwater, and utility improvements), and has realized numerous redevelopment programming successes (small business support, commercial corridor improvement, and destination tourism development). However, these successes have been limited due to several unforeseen environmental and economic factors, including the economic recession of the 2000s, the COVID-19 pandemic, and recent spikes in material costs due to inflation.

To accommodate the range of services in RFP 23-CRA, the GAI-CSG Team proposes early engagement and coordination efforts with Volusia County government during the Holly Hill CRA Plan Update process. This early coordination will provide the CRA guidance regarding Volusia County's propensity to favorably consider the potential extension of the operational timeframe of the CRA, and to identify common redevelopment objectives that are shared with the County for inclusion in the Holly Hill CRA Plan Update.

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Maintaining this successful and mutually beneficial partnership is one of the key objectives, before during and after the Holly Hill CRA Plan Update. This early coordination with the County may also influence, whether and how, the CRA proceeds with the Plan Update. Specifically, if preliminary discussions with Volusia County indicate an unwillingness to consider for approval the potential extension of the CRA, then the subsequent activity of updating the CRA Plan are significantly impacted.

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phases of the project may be advanced, modified or not advanced.

Per your request, GAI Consultants, Inc. is submitting this Proposal to The City of Holly Hill (Client) for the performance of the professional services described below in the Scope of Services.

Scope of Services

Based on our understanding of the project requirements/criteria you have provided to date, GAI will perform the following described Scope of Services:

Phase I Establish Project Expectations

The initial phase of the project will include in-depth coordination with the CRA Project Team and representatives from the Volusia County Manager's office. These initial meetings will be used to *clarify the City's expectations and the redevelopment objectives of the CRA Plan Update*. These initial meetings with the Volusia County Manager's representatives will help *identify the County's position regarding the potential extension of the operational timeframe*, as well as other City redevelopment objectives. The findings of this early coordination with Volusia County will influence whether, and how, the CRA proceeds with the Plan Update.

Task 1 Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)

GAI-CSG will facilitate a kick-off meeting with the CRA Plan Update Project Team to *confirm the City's redevelopment objectives and expectations* for the update of the CRA Plan. Takeaways from this meeting will include confirmation of City objectives to extend the CRA's operational timeframe; identification of ongoing, planned, and programmed infrastructure projects and programs; identification of City/CRA data sources and points of contact; establishment of preliminary priorities; and establishment of the CRA Plan Update schedule.

Task 2 Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives and Expectations)

GAI-CSG will facilitate a kick-off meeting with representatives from the Volusia County Manager's office to present the CRA's redevelopment accomplishments; achievements realizing shared redevelopment objectives with Volusia County; and fiscal impacts to the County. We will also discuss the County's position

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regarding the *potential extension of the operational timeframe* of the CRA, along with other City redevelopment objectives. The GAI-CSG Team will evaluate the elements of the Volusia County Comprehensive Plan (i.e., Future Land Use, Housing Element, Transportation Element, and Economic Element) to *identify which Comprehensive Plan Goals, Objectives, and Policies were realized or advanced* by the accomplishments and activities of the Holly Hill CRA; *enumerate fiscal impacts to the County* resultant from CRA activities; and *identify key community redevelopment accomplishments*.

The GAI-CSG Team will prepare a *Summary Memo* and *Redevelopment Agency Accomplishment Matrix* for the County's records and reference. The *Summary Memo* will provide a narrative record of the relevant Holly Hill CRA accomplishments and fiscal contributions, while the *Redevelopment Agency Accomplishment Matrix* will present the Holly Hill CRA accomplishments relative to each of the Volusia County Comprehensive Plan Elements that were reviewed. Complementing this data will be an *evaluation by the GAI-CSG Team of external factors* (e.g., the COVID-19 pandemic, economic recessions or downturns, inflation) that may have influenced or limited the Holly Hill CRA's ability to more fully implement and/or realize the redevelopment strategies and objectives identified in the previous CRA Plans and in the Volusia County Comprehensive Plan. This information will be utilized to support the City's request for the County to consider extending the operational timeframe of the CRA.

In addition to meeting with representatives of the County Administrator's office, the GAI-CSG Team will facilitate individual briefing meetings with the Volusia County District 4 Council member who represents Holly Hill. Takeaways from these meetings will include *identification of the County's position regarding consideration of granting an extension to the operational timeframe of the CRA*; potential performance recommendations or directions from the County for future CRA activities and programming; Volusia County redevelopment objectives and shared redevelopment objectives with the City; identification of County data sources and points of contact; identification of ongoing, planned, and programmed County infrastructure projects that will affect the CRA; future coordination opportunities; and discussion of the preliminary CRA Plan Update schedule.

Deliverables:

- *Kick-off meeting (1 meeting) with CRA Project Team and a Meeting Summary memo*
- *Summary Memo (CRA activities; fiscal impacts to County and external factors affecting CRA performance) and Redevelopment Agency Accomplishment Matrix relative to realization of Volusia County Comprehensive Plan Goals, Objectives, and Policies*
- *Kick-off meeting(s) (3 meetings) with Volusia County Administrator's representatives, individual meetings with Volusia County District 4 Council Member, and a Meetings Summary memo*

Contingent upon the direction received from Volusia County during the initial phases of the project, subsequent phase activities of the project may be modified or not advanced.

Phase II Background Data Collection

Contingent upon the findings of the initial Phase I kick-off meetings, the GAI-CSG Team will meet with the Holly Hill CRA Project Team to review the discussions with Volusia County representatives and discuss next steps in the project. Based on the determination to proceed, the GAI-CSG Team may begin aspects of the Data Collection portion of the project.

If the preliminary discussions with the representatives of the Volusia County Administrator's office do indicate a willingness to consider extending the operational timeframe of the CRA (Option 1), then the CSG Team will begin the CRA Plan Update for the extended planning horizon. If the preliminary discussions with the representatives of the Volusia County Administrator's office do not indicate a willingness to consider extending the operational timeframe of the CRA (Option 2), then the GAI-CSG Team will meet with the CRA Project Team to discuss options to proceed. These options may include planning for the close-out of the CRA in 2026, and/or examining post-2026 options, non-TIF-related redevelopment programming participation by the County, City-only funded TIF and CRA, or some other option to be discussed.

Contingent upon the option selected by the CRA Project Team on how to proceed, the GAI-CSG Team may begin data collection to advance the project.

Task 3 Existing Conditions Analysis: Demographic, Economic, and Regulatory Data Evaluation

Existing Conditions: Demographic Conditions Analysis

The GAI-CSG Team will perform an in-depth evaluation of the demographic data of the City of Holly Hill and CRA. The GAI-CSG Team will utilize the latest available U.S. Census data, American Community Survey data, and other data sources to compile a holistic demographic profile of the City and CRA area that *identifies demographic and economic trends affecting population, diversity, education, and households*. This information will be used to develop a representative picture of the existing conditions of the Holly Hill community, its surrounding neighbors and region, and its CRA area for inclusion in the CRA Plan Update.

Existing Conditions: Economic Conditions Analysis

The GAI-CSG Team will analyze the economic conditions affecting the CRA. *Items to be evaluated will include tax base and ownership data, as well as regional and local real estate trends (property value trends within and outside the CRA)*. The real estate and property valuation analysis data will be used to prepare increment projections (TIF projections) for the CRA. The GAI-CSG Team will also conduct stakeholder interviews with local developers, business owners, and operators within the City and CRA to better *understand the effects that local economic*

conditions and trends have upon local businesses and businesses within the CRA. The evaluation of local economic trends will focus on recent catalytic projects (e.g., Pictona), their continuing effects upon the area, and the next place-based economic development and redevelopment opportunities (trends) that may become available to the City. Based upon the findings of the economic conditions analysis, the GAI-CSG Team will prepare preliminary recommendations to address the documented economic conditions and preliminary potential redevelopment opportunities.

Existing Conditions: Regulatory Review

The GAI-CSG Team will review relevant City and County regulatory plans and documents that affect the operations of the CRA. These documents will include, but are not limited to, current and proposed Capital Improvement Programs (CIPs), City and County Comprehensive Plans, applicable CRA District Design Guidelines, and the City's Land Development Code. The adopted Plans' review *will identify the potential effects (supporting, not supporting, or neutral) of the Plans upon the CRA's redevelopment objectives and identify potential revisions or recommendations.* The adopted plans review will also begin the preliminary identification of potential programming and projects for inclusion in the CRA Plan Update. The existing code and land development requirements for commercial corridor and streetscape design will be reviewed in detail to identify established City design themes, along with potential design guideline and code modifications that may be able to reinforce and support the City's existing visual and design themes.

Deliverables:

- *Follow-up meeting (1 meeting) with CRA Project Team to discuss Volusia County's position and determination to proceed*
- *Evaluation(s) for presence of "slum" and "blight" conditions within the current CRA boundaries*
- *Summary Memo of the Existing Conditions Analysis (Demographic, Economic, Regulatory) of the current Holly Hill CRA area*

Task 4 Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)

The GAI-CSG Team will review the CRA Plan(s), (1996 CRA Plan and 2007 CRA Master Plan Update), Annual Reports, CRA meeting minutes, spending to date, and completed projects to determine the Holly Hill CRA's success in implementing the Redevelopment Plan Goals, Objectives, and Programs identified in its CRA Plan(s). The GAP analysis will identify which Goals and Objectives from the CRA Plan(s) have been realized, partially realized, or not realized. This information will be used during the CRA Plan Update process to *articulate the successful impacts* of the CRA to date; identify new, ongoing, or continuing projects to address *partially* realized Goals and Objectives; and identify new projects or programs to address Goals and Objectives that have *not* yet been realized. The findings of the GAP analysis will be incorporated into the CRA Plan Update document.

Deliverables:

- *Summary Memo of GAP Analysis findings*
- *Follow-up meeting (1 meeting) with the CRA Project Team to review and discuss findings of the GAP Analysis*

Phase III CRA Plan Update

The foundation of a representative and functional CRA Plan is a *robust public engagement process*. During this phase, the GAI-CSG Team will activate a range of public engagement mechanisms as part of the CRA Plan Update development. Public engagement mechanisms will include public information workshops and stakeholder interviews, a project-specific website with an interactive GIS map and online survey, and public presentations of CRA Plan Update.

The GAI-CSG Team will prepare *draft objectives, policy strategies, and goals for the CRA to address the existing conditions of blight and the City's long-term redevelopment objectives*. The draft CRA Plan Update will be developed in strict accordance to Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes*, which regulate the creation, modification, and contents of CRA Plans.

The GAI-CSG Team will review the draft CRA Plan Update for *legal and statutory compliance* with the applicable *Florida Statutes* and prepare the administrative mechanisms for adoption of the CRA Plan Update by the City Commission and CRA Governing Board.

The GAI-CSG Team will present the draft CRA Plan Update to the City Commission/CRA Board and City staff for review and comments. The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update for public review and comment at a public workshop prior to adoption hearings.

Task 5 Public Engagement Process

Multiple Public Engagement Opportunities

The Holly Hill Community Redevelopment Plan Update will clarify and articulate a community vision for the Holly Hill CRA area that is based on *extensive community engagement and outreach*. Proposed community engagement and outreach activities will include a robust mixture of *online* (website, survey, interactive maps), *in-person workshops*, and *interactive events* (e.g., bus tour with community and thought-leaders) designed to provide the Holly Hill community with a variety of ways to participate, engage, and provide direct input throughout the CRA Plan Update process.

The Existing Conditions summary presentations given to the CRA governing board will serve as the informational/educational component, with a preview of the public engagement activities to be presented at the public workshop.

Website/Online Survey/Interactive GIS Map

The GAI-CSG Team will develop a standalone webpage that can be linked to the City's home page and the CRA webpage. The website will be a public portal and clearinghouse of project information for the CRA Plan Update. Information presented on the page will include the CRA's purpose, the purpose of the CRA Plan Update, a project production schedule, and meeting dates and opportunities for public input. The online opportunities for public input will include an online survey instrument and an interactive GIS map, upon which participants can leave comments and view comments from other participants.

Stakeholder Interviews

The GAI-CSG Team will facilitate stakeholder interviews as another facet of the public engagement activities. Stakeholder interviews with Holly Hill elected officials, business owners and operators, and local thought leaders will provide another opportunity for *in-depth public engagement and discussions regarding future redevelopment activities* in the CRA. The GAI-CSG Team will facilitate up to 12 small group or individual stakeholder interviews over a contiguous 2-day period. The CRA (City) Project Team will identify and schedule 30- to 40-minute stakeholder interviews to be held over a 2-day period. Elected officials will be interviewed in one-on-one settings, in accordance with public notice and Sunshine Law requirements. At the stakeholder workshops, participants will be advised of the availability of the CRA Plan Update website and online input tools, and will be invited to the upcoming CRA Plan Update public workshops.

Public Workshops

Traditional public workshops provide an additional method of gathering public input and offering an opportunity for the public to engage in in-depth discussions regarding the future development and redevelopment of Holly Hill. The GAI-CSG Team *will prepare for and facilitate at least two in-person discussions to gather additional public input for the update of the Holly Hill CRA Plan*. The public workshops will be held at two different dates and times to accommodate the schedules of as many participants as possible. One public workshop will be a day-long walk-in workshop held from 9 a.m. to 4 p.m.; the second workshop will be an evening workshop held from 6 p.m. to 8 p.m. The public workshop will have three components: (1) Educational – an educational/informational presentation about the CRA, existing conditions, and preliminary recommendations; (2) Interactive – participants will be engaged with thought exercises in which they are asked to discuss the challenges and opportunities facing the City of Holly Hill and the CRA from their perspectives; and (3) a Base Map Exercise – participants are asked to indicate on a base map of the CRA locations where they identify certain issues or opportunities within the CRA. The information gathered through these base map exercises will be critical to reaffirming the community's vision for Holly Hill and its physical environment, and can identify specific locations for new development, community priorities, areas for new programming, and areas for additional capital investment.

Task 6 Draft CRA Plan Update

Preliminary Draft CRA Plan Update

Operational Timeframe

GAI-CSG will prepare an update to the CRA Plan that will reflect changes in the conditions of the CRA subsequent to the most recent (2007) Holly Hill CRA Master Plan Update and reflect the proposed 10-year extended operational timeframe of the CRA. Based on the date of the CRA's establishment, the date of the adoption of the initial Holly Hill Community Redevelopment Plan—and *contingent upon authorization from Volusia County—the CRA's maximum operational timeframe is up to 60 years, or 2056.*

Draft Strategies, Goals, Objectives, and Policies

The GAI-CSG Team *will prepare draft strategies, goals, objectives, and policies* for the CRA to address the remaining conditions of blight identified during the existing conditions evaluation(s); address issues and items identified by City Project Team; and address the concerns and issues identified during the public engagement activities. The draft CRA Plan Update will be developed in accordance to Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes.*

Conceptual Master Plan

The update of the CRA Plan will include *a new Conceptual Master Plan* (reflecting recent CRA or City land acquisitions, other public parks and open spaces, and pending and proposed CRA and City projects) and *a prioritized Capital Projects Plan* for the CRA area that reflects the CRA's extended operational timeframe.

Prioritized Capital Projects Plan

The Capital Projects Plan will have an *implementation schedule* that will outline the proposed *prioritization and implementation periods* for proposed capital projects and programming, as well as the estimated range of magnitude of *probable cost estimates for the proposed capital projects* and programming. Potential funding sources for capital projects—including TIF revenues, general fund revenues, grant funding and private sector funding—will be identified, along with responsible agencies and potential partnerships to assist implementation. The prioritized capital projects plan will be presented in a succinct manner utilizing infographics and a clear, straightforward graphic presentation.

Tax Increment Fund (TIF) Projections

The CRA Plan Update will include *projections of TIF Revenue through the extended operational timeframe* of the CRA. The TIF revenue projections will be based on the current City and County mileage rates, the terms and conditions of the Volusia County Delegation of Authority Resolution, and any related Interlocal Agreements between participating taxing authorities.

Neighborhood Impact Statement

In accordance with Chapter 163.362 (3), *Florida Statutes*, the CRA Plan Update will include a *Neighborhood Impact Statement* that describes the potential anticipated *impact of the Plan's redevelopment programs and projects on the residents* within

the CRA in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effects upon school populations, and the physical and social qualities of the neighborhood.

Review by City Commission/City Staff

The draft updated CRA Plan will be provided to the City Commission and City staff for preliminary review and to solicit initial comments. The GAI-CSG Team will meet individually with the Holly Hill City Commissioners to discuss the draft Holly Hill CRA Plan Update and review any desired revisions or comments from City Commissioners. Comments received from this review will be incorporated into a revised CRA Plan Update document. The revised Plan will be utilized for legal and statutory review.

Legal and Statutory Compliance

A legal and statutory compliance review of the revised CRA Plan Update will be completed to ensure the Plan's compliance with Chapter(s) 163.360, 163.361, and 163.362, *Florida Statutes*, which regulate the creation, modification, and contents of CRA Plans.

Upon completion of the regulatory compliance review, the GAI-CSG Team will prepare the administrative adoption mechanisms for review and use by the City. These administrative items include the *adopting Resolution* for use by the CRA to adopt the revised CRA Plan Update and the *adopting Ordinance* for use by the Holly Hill City Commission to adopt the CRA Plan Update and acknowledge the potential modifications to the operational timeframe of the CRA and TIF contribution period. The detailed terms and conditions of the Resolution and Ordinance will be based on previous discussions between the City, the GAI-CSG Team, Volusia County representatives, the final agreed-upon terms of the Volusia County Delegation of Authority Resolution and/or other preferred appropriate instrument (e.g., Interlocal Agreement) used to authorize the continued operation of the Holly Hill CRA.

In preparation for the Adoption Phase of the CRA Plan Update, the GAI-CSG Team will prepare in accordance with Chapter 163.361 (3)(a), for transmittal by the City Clerk, *the meeting notifications to the Volusia County Taxing authorities*. The City/CRA is required to notify the taxing authorities—i.e. those located in Volusia County that levy an ad-valorem tax on properties within the Holly Hill CRA— regarding the scheduled upcoming meeting(s) in which the Holly Hill City Commission may consider adoption of the CRA Plan Update.

Public Presentation of revised Draft Holly Hill CRA Plan Update (Final CRA Plan Workshop)

The GAI-CSG Team will present the revised draft CRA Plan Update at a public workshop to receive feedback and public comment. The GAI-CSG Team and the CRA Plan Update Project Team will review comments received at the workshop for inclusion in the final CRA Plan Update.

Deliverables:

- *Preliminary Redevelopment Strategies Summary*
- *Website/Online Survey/Interactive GIS Map*
- *Stakeholder Interviews (up to 12)*
- *Preliminary Draft CRA Plan*
- *Public Workshop #1 (Walk-In Daytime Open House)*
- *Public Workshop #2 (Evening Workshop)*
- *Revised Draft CRA Plan*
- *Adoption Resolution(s) and Ordinance*
- *Notifications to Volusia County Taxing Authorities*
- *CRA Draft Plan Presentation Public Workshop*

Phase IV Update Plan Adoption and Extension of the CRA's Operational Timeframe

The final phase of the CRA Plan Update is the adoption phase. During this phase of the project, the *revised draft CRA Plan will receive its final reviews before being considered for adoption and the sunset date of the CRA considered for extension.* The CRA Governing Board and the Holly Hill City Commission will consider whether to adopt the updated Holly Hill CRA Plan by Resolution and Ordinance, respectively. The final adoption step for the CRA Plan Update is anticipated to be the Volusia County Council's consideration to adopt a revised Delegation of Authority Resolution authorizing the City's adopted CRA Plan and authorizing the extension of the CRA's operational timeframe. During this final phase, the GAI-CSG Team will closely coordinate with the City Clerk's office regarding meeting notices, advertisements, and notifications to taxing authorities to maintain statutory compliance throughout the CRA Plan's adoption process.

Task 7 CRA Plan Adoption Hearings

CRA Governing Board Hearings

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for review and comments. The GAI-CSG Team and the Holly Hill CRA Plan Update Team will meet subsequently to discuss requested revisions and recommendations received from the CRA Governing Board and their inclusion in the revised draft Holly Hill CRA Plan.

CRA Governing Board Hearing (Hearing 1)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the CRA Governing Board for *consideration to recommend the Plan to be forwarded to the Board of Planning and Appeals.* The Board of Planning and Appeals will review the CRA Plan Update for general consistency with the City's adopted Comprehensive Plan. The Holly Hill CRA Governing Board will see the Plan again to consider it for adoption, *after* the Board of Planning and Appeals has made their determination.

Holly Hill Land Planning Agency (Board of Planning and Appeals) Hearing

In accordance with Chapter 163.360 (4), *Florida Statutes*, the GAI-CSG Team will present the revised draft Holly Hill CRA Plan Update to the Holly Hill Board of Planning and Appeals, acting as the Local Planning Agency, to review the updated Plan *"as to its conformity with the comprehensive plan for the development of the county or municipality as a whole."* The GAI-CSG Team will prepare the Agenda Memorandum and attachments for placement on the Board of Planning and Appeals Meeting Agenda, and will present the item at a regularly scheduled Board of Planning and Appeals meeting.

CRA Governing Board Hearing (Hearing 2)

The GAI-CSG Team will present the revised draft Holly Hill CRA Plan, along with Board of Planning and Appeals recommendations to the CRA Governing Board for *consideration to adopt the CRA Plan Update*.

Holly Hill City Commission Hearings

The Holly Hill City Commission will consider adopting the Holly Hill CRA Plan through the administrative mechanism of an Ordinance. The Ordinance will address the *adoption of the Holly Hill CRA Plan Update, the extension of the operational timeframe of the CRA, and the associated TIF contributions through the operational term of the CRA*. The adoption of the Ordinance will require two public hearings. GAI-CSG will present the Holly Hill CRA Plan Update to the City Commission as part of City Commission hearing(s) where the Plan is to be considered for adoption.

Volusia County Council

The Volusia County Council, based on their Charter County status, in accordance with Chapter 163.410, *Florida Statutes*, reserves the right to authorize the creation and operation of CRAs to its municipalities through the delegation of authority. The City of Holly Hill has previously received this delegation to enable the establishment of the CRA and its Tax Increment Trust Fund (1992). Based on the discussions and expectations achieved in Phase I, Task 2, the Volusia County Council *may consider adopting the Holly Hill CRA Plan and the extended operational timeframe of the CRA through the administrative mechanism of a Delegation of Authority Resolution*. The Resolution specifically outlines the redevelopment powers and authority of Chapter 163 Part III, *Florida Statutes* delegated from the County to the City of Holly Hill. The Delegation of Authority Resolution typically addresses the operational term and boundaries of the CRA area, TIF participation rates, CRA Governing Board composition, and other items determined by the County Council. GAI-CSG will present the updated Holly Hill CRA Plan and other data as requested by the County to the Volusia County Council as part of County Council hearing(s) where the Delegation of Authority Resolution is to be considered for adoption.

The adoption of the Delegation of Authority by the Volusia County Council is anticipated to represent the final required adoption/approval for the Holly Hill CRA Plan Update.

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Deliverables:

- *Revised Final Draft of Holly Hill CRA Plan Update*
- *One CRA Advisory Board Hearing – Presentation of Holly Hill CRA Plan Update*
- *Two CRA Governing Board Hearings – Presentation of Holly Hill CRA Plan Update (Hearing 1 – recommendation to LPA for consistency review; Hearing 2 – Adoption of CRA Plan by Resolution)*
- *One Holly Hill Local Planning Agency (Board of Planning and Appeals) Hearing – Plan Consistency Hearing*
- *Two Holly Hill City Commission Hearings – Ordinance Adoption First and Second Reading Hearings*
- *One Volusia County Council Hearing – Delegation of Authority Resolution*

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable within thirteen months, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be on a lump sum basis with a maximum budget not to exceed \$98,289. The estimated fee is shown in the following table.

Attachment: Holly Hill Draft Scope 11-06-2023 - USE THIS ONE FOR MTG (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

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Phase	Task	Fee	Duration
I. Establish Project Expectations		\$22,077	3 mos.
	1. Kick-Off Meeting with City Staff (Confirm City Objectives and Expectations)	\$9,147	
	2. Kick-Off Meeting(s) with Volusia County Staff (Determine County Objectives, Expectations)	\$12,930	
II. Background Data Collection		\$21,928	3 mos.
	3. Existing Conditions Analysis: Demographic, Economic and Regulatory Data Evaluation	\$18,828	
	4. Realization of CRA Plan(s) Goals and Objectives to date (GAP Analysis)	\$3,100	
III. CRA Plan Update		\$40,784	4 mos.
	5. Public Engagement Process	\$14,442	
	6. Draft CRA Plan Update	\$26,342	
IV. Plan Adoption			3 mos.
	7. CRA Plan Adoption Hearings	\$10,500	
Subtotal FEE		\$95,289	
	Reimbursables	\$3,000	
Total Fees		<u>\$98,289</u>	

Attachment: Holly Hill Draft Scope 11-06-2023 - USE THIS ONE FOR MTG (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

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Planning | Urban Design
Landscape Architecture
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Please do not hesitate to contact me at 321-319-3125 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

REQUESTED AND AUTHORIZED BY:

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

City of Holly Hill, Florida

BY: _____

PRINTED
NAME: _____

A. Blake Drury, AICP
Planning Director

TITLE: _____

DATE: _____

ABD/cl

Attachments:

Exhibit A – GAI Standard Terms and Conditions for Professional Services

Attachment: Holly Hill Draft Scope 11-06-2023 - USE THIS ONE FOR MTG (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the

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EXHIBIT A

GAI Standard Terms and Conditions for Professional Services

EXHIBIT A

GAI Consultants, Inc. Standard Terms and Conditions For Professional Service

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services. If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule and shall be billed consistent with city policy. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50

times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

A. In accordance with the Florida Prompt Payment Act, GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.

B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.

D. Payments shall include the GAI invoice

and be
to 385



number
mailed
East

Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).

B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.

C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.

D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.

E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.

F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.

G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).

H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI and the City/CRA. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a

period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI.

Documents and work products produced by GAI will be the property of the City/CRA. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.

D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance

A. GAI shall procure and maintain such insurance as is required by law as of the date first written

above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:

Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.

B. If CLIENT requires additional types or



amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.

C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.

D. It is agreed that GAI shall have no responsibility:

- 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees;
- 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or

compliance with applicable Federal, State and/or local safety and health laws, rules or regulations;

3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or,
4) For defects in their work.

10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.

11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect,



consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist

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CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions. Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the ~~Commonwealth of Pennsylvania~~ State of Florida without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder



of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.

B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment

by either party or by operation of law shall be null and void.

C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.

D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of

- (a) ~~three~~ five (3) (5) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or
- (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.

(1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10)

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days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

(2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.

(3) In the event CLIENT delays providing written authorization to proceed within 45 days of the



date of GAI's
Proposal or

suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.

G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.

H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions,

setting forth the terms and rates of compensation to be received by GAI.

J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.

K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF GAI TERMS AND CONDITIONS

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ADDITIONAL TERMS AND CONDITIONS REQUESTED BY THE CITY OF HOLLY HILL

PUBLIC RECORDS:

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

(a) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VALERIE MANNING CITY CLERK AT VMANNING@HOLLYHILLFL.ORG , 386-248-9441, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA, 32117.

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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Attachment: Holly Hill Draft Scope 11-06-2023 - USE THIS ONE FOR MTG (2023-R-67 : 23-CRA-05 CRA Request for Proposals to Update the



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

**City Commission
Resolution**

MEETING DATE: November 14, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating the State Fire Marshall 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-68
APPLICANT:
PLANNER:

DISCUSSION:

On June 26, 2023, the State of Florida Division of State Fire Marshall notified the City of Holly Hill that the Florida Legislature appropriated \$1,250,000.00 for the construction of the replacement fire station, project number 22BG06. This reimbursement grant has a match requirement of \$1,250,000 which is included in the approved FY24 budget.

On September 11, 2023 the Commission approved the acceptance of the grant award.

On September 26, 2023 the Commission awarded the contract for the construction of the new Fire Station to Saboungi Construction, Inc., in the amount of \$3,375,700.00 and authorize the City Manager to execute the same.

FISCAL

ANALYSIS:

The City has provided all required documents to the Division of State Fire Marshall which are currently under review. The deadline to execute the grant agreement is 01/30/2025. The deadline to expend the funds is 06/30/2028.

STAFF

RECOMMENDATION:

Approve the Budget Amendment in the amount of \$1,250,000 for the State Fire Marshall grant to be effective upon receipt of the executed agreement and documentation from the State of Florida Division of State Fire Marshall.

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 AND AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE IMMEDIATELY UPON RECEIPT OF THE EXECUTED AGREEMENT AND DOCUMENTATION FROM THE STATE OF FLORIDA DIVISION OF STATE FIRE MARSHALL.

ATTACHMENTS:

- Notice of Grant FIRE STATION State Fire Marshal (PDF)
- Exhibit A - Budget Amendment Fire Marshall Grant (PDF)

Resolution No. 2023-68

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING THE STATE FIRE MARSHALL 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 Fire Department

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 receipt of the executed agreement and documentation from the State of Florida Division of State Fire Marshall .

**APPROVED AND AUTHENTICATED on this 14th day of NOVEMBER,
2023.**



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



June 26, 2023

City of Holly Hill
 Re: Holly Hill Fire Station Replacement

To Whom It May Concern,

On behalf of the Division of the State Fire Marshal, it is my privilege to inform you that the 2023 Florida Legislature has appropriated funds to support your project and/or equipment purchase. This letter serves as your notice of award in the amount of \$1,250,000. These grant funds are available for reimbursement as early as July 1, 2023, once all requirements have been met.

Lauren Tingle is the assigned Contract Manager for your grant and will be your main point of contact for all matters related to your grant agreement and reimbursement of funds. There are several steps that must be completed before reimbursement can be issued, starting with confirming receipt and acceptance of your award.

To accept this award, please confirm contact information with the included form and send to Lauren.Tingle@myfloridaCFO.com. Once your form is received, an initial meeting will be scheduled to discuss the scope of your project and next steps.

Congratulations, I look forward to working with you on this important project.

Sincerely,

JoAnne E. Rice, Director
 Division of State Fire Marshal

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JoAnne E. Rice • Assistant Director
 Division of State Fire Marshal

200 E. Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3610 • Fax 850-922-1235
 Email • joanne.rice@myfloridacfo.com

Packet Pg. 417

Attachment: Notice of Grant FIRE STATION State Fire Marshal (2023-R-68 : Amending the Fiscal Year 2023-2024 Annual Operating Budget for

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	\$ 1,250,000	\$ 1,250,000
400 - WATER & SEWER		
401 - WATER IMPACT FEES		
402 - SEWER IMPACT FEES		
407 - WATER & SEWER R & R		
409 - WATER & SEWER RESERVES		
460 - STORMWATER		
461 - STORMWATER CAPITAL		
495 - SOLID WASTE		
605 - POLICE EXPLORERS		\$ -
FUNDS:	\$ 1,250,000	\$ 1,250,000

Attachment: Exhibit A - Budget Amendment Fire Marshall Grant (2023-R-68 : Amending the Fiscal Year 2023-2024 Annual Operating Budget for



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

**City Commission
Resolution**

8.3

MEETING DATE: November 14, 2023
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2022-2023 to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-69
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2024 on October 1, 2023 which were incomplete at that time.

This Resolution will carryover budget funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2023.

FISCAL

ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve 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 AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-

2024 BUDGET; SETTING FORTH REVENUES.**ATTACHMENTS:**

- Carry Over FY 23 to FY24 Open Purchase Orders and Projects (PDF)
- Exhibit A - Carry Over Budget Amendment FY 23 to FY 24 (PDF)
- Carry Over Revenue FY23 To FY24 (PDF)

Resolution No. 2023-69

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2023, which remain incomplete and will carryover from fiscal year 2023-2024 into the ensuing fiscal year; and

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

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and 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 project carryover funds and funds encumbered with open Purchase Orders 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 14th day of NOVEMBER, 2023.

Open Purchases orders as of 09/30/2023 (not project related or projects completed)

Number	Vendor Number	Status	Issue Date	Vendor Name	Amount	Previous Year Activity	Outstanding
230352	2753	Outstanding	09/12/2023	WASTECORP PUMPS LLC	7,080.00	-	7,080.00
230345	3180	Outstanding	09/06/2023	HYDRA SERVICE INC	6,168.10	-	6,168.10
230325	3180	Outstanding	08/22/2023	HYDRA SERVICE INC	1,987.00	-	1,987.00
230323	3930	Outstanding	08/16/2023	BLACK SANDS DEVELOPMENT GROUP PLLC	4,500.00	-	4,500.00
230318	3491	Outstanding	08/09/2023	TOM EVANS ENVIRONMENTAL	69,872.00	-	69,872.00
230312	4388	Partially Received	08/04/2023	ESTATE MANAGEMENT SERVICES INC	4,030.20	2,015.10	2,015.10
230310	4385	Partially Received	07/27/2023	CLOUD 9 SERVICES GROUP, LLC	25,000.00	6,284.45	18,715.55
230296	3881	Partially Received	07/26/2023	TETRA TECH INC	39,661.20	14,995.00	24,666.20
230295	3180	Outstanding	07/25/2023	HYDRA SERVICE INC	7,577.29	-	7,577.29
230272	3333	Outstanding	06/22/2023	SPARKS CONCRETE LLC	4,200.00	-	4,200.00
230258	3180	Outstanding	06/07/2023	HYDRA SERVICE INC	6,564.74	-	6,564.74
230243	307	Outstanding	05/26/2023	INSTRUMENT SPECIALTIES INC	7,264.20	-	7,264.20
230236	3912	Partially Received	05/17/2023	MEAD AND HUNT INC	24,700.00	13,354.40	11,345.60
230203	3180	Outstanding	04/10/2023	HYDRA SERVICE INC	13,335.99	-	13,335.99
230201	3930	Outstanding	04/05/2023	BLACK SANDS DEVELOPMENT GROUP PLLC	11,440.65	-	11,440.65
230173	3146	Outstanding	03/10/2023	TRADEWINDS POWER CORP	5,295.00	-	5,295.00
230143	3930	Partially Received	02/14/2023	BLACK SANDS DEVELOPMENT GROUP PLLC	12,981.42	1,000.00	11,981.42
230120	3930	Partially Received	01/23/2023	BLACK SANDS DEVELOPMENT GROUP PLLC	12,672.75	6,372.75	6,300.00
230107	3930	Partially Received	01/06/2023	BLACK SANDS DEVELOPMENT GROUP PLLC	14,378.00	8,078.00	6,300.00
230079	3180	Outstanding	11/17/2022	HYDRA SERVICE INC	22,180.00	-	22,180.00
230070	3571	Outstanding	11/14/2022	ALL FLORIDA MEDICAL WASTE LLC	520.00	-	520.00
220247	4227	Outstanding	10/01/2022	FOUNDATION SERVICES OF CENTRAL FLORIDA INC	6,500.00	-	6,500.00
220218	764	Outstanding	10/01/2022	FL POWER & LIGHT CO	14,892.30	-	14,892.30
220176	3912	Partially Received	10/01/2022	MEAD AND HUNT INC	16,096.24	12,340.80	3,755.44
220152	3912	Partially Received	10/01/2022	MEAD AND HUNT INC	41,532.44	36,869.07	4,663.37
220143	1352	Partially Received	10/01/2022	PARKER MYNCHENBERG & ASSOC INC	3,300.00	3,000.00	300.00
210056	3912	Partially Received	10/01/2022	MEAD AND HUNT INC	16,810.75	16,593.72	217.03
					400,540.27	120,903.29	279,636.98

Open Projects as of 09/30/2023

Project Number	Project Name	Project Budget	Prior Year Activity Expense	Budget Remaining	Approved Budget FY24	Carryforward FY 2023 TO 2024
13ST03	OVER-UNDERGROUND CONVERSION	371,611.00	362,979.02	8,631.98		8,631.98
20BG09	VETERANS MONUMENT AND FLAG POLE	91,100.00	30,317.60	60,782.40		60,782.40
21TYLR	TYLER INCODE	336,946.00	158,124.92	178,821.08		178,821.08
21WA05	3RD STREET WATER MAIN	426,874.00	81,946.27	344,927.73		344,927.73
21WA06	CLEARWELL PUMPS, PIPING	400,000.00	63,618.28	336,381.72		336,381.72
21WW04	LIFT STATION #19 REHAB	577,825.20	43,271.32	534,553.88		534,553.88
21WW05	SAND FILTER REHAB	423,998.00	58,213.06	365,784.94	-	365,784.94
21WW09	LIFT STATION #20 REHAB	410,780.00	36,185.54	374,594.46		374,594.46
22BG06	FIRE STATION	3,750,420.84	208,630.89	3,541,789.95	1,250,000.00	2,291,789.95
22BG09	OLD FIRE STATION CONVERSION	100,000.00	-	100,000.00		100,000.00
22BG10	SEAWALL RIVERSIDE PARK	800,000.00	8,600.00	791,400.00		791,400.00
22BG12	SUNRISE PARK IMPROVEMENTS	650,000.00	82,470.04	567,529.96		567,529.96
22BG13	LANDSCAPE PROGRAM	24,950.00	393.72	24,556.28		24,556.28
22ST02	STREETS VEHICLE 2022 F350	37,000.00	-	37,000.00		37,000.00
22ST08	PHASE 3 OVER-UNDERGROUND CONVERSION	3,651,090.05	1,235,138.00	2,415,952.05		2,415,952.05
22SW02	RIVERSIDE DUCKBILLS	60,000.00	32,003.41	27,996.59		27,996.59
22SW04	MIRAGE DRAINAGE POND	576,805.00	-	576,805.00		576,805.00
22SW05	RIVERSIDE DUCKBILLS	340,000.00	-	340,000.00		340,000.00
22SW06	PIPE LINING	395,000.00	-	395,000.00		395,000.00
22WA03	WATERMAIN REPL (3 EA)	290,626.00	-	290,626.00		290,626.00
22WA04	AUTO SAMPLING STATIONS	60,000.00	40,233.80	19,766.20		19,766.20
22WW02	FORCE MAIN UNDER CANAL	350,000.00	-	350,000.00		350,000.00
22WW05	LIFT STATION #4 REHAB	362,500.00	44,435.80	318,064.20		318,064.20
22WW06	COMPLIANCE SB #64	1,785,000.00	23,940.00	1,761,060.00		1,761,060.00
22WW08	ARPA BTU #3	6,189,048.00	282,432.04	5,906,615.96		5,906,615.96
23BG02	AC REPLACEMENT PROGRAM	40,000.00	15,985.00	24,015.00		24,015.00
23ST02	ANNUAL PAVING PROGRAM	869,118.00	763,077.72	106,040.28		106,040.28

23ST03	SCHOOL ZONE IMPROVEMENTS	97,319.00	-	97,319.00		97,319.00
23SW01	VULNERABILITY STUDY	75,000.00	6,285.00	68,715.00		68,715.00
23WA02	AERATOR TANK COATING	80,000.00	-	80,000.00		80,000.00
23WA06	FILTER CONTROL PANEL UPGRADE	55,000.00	-	55,000.00		55,000.00
23WW01	LIFT STATION #11 UPGRADE/FLOW STUDY	145,000.00	-	145,000.00		145,000.00
22IAN-PW	22 IAN - PW	1,604,701.13	1,570,384.21	34,316.92	-	34,316.92
24BG01	AC REPLACEMENT PROGRAM	40,000.00	-	40,000.00	40,000.00	-
24BG02	YMCA AC REPLACEMENT	20,000.00	-	20,000.00	20,000.00	-
24BG03	JON BOAT REPLACEMENT	5,000.00	-	5,000.00	5,000.00	-
24BG04	SUNRISE PARK IMPROVEMENTS	250,000.00	-	250,000.00	250,000.00	-
24BG05	SUNRISE PARK SEAWALL	100,000.00	-	100,000.00	100,000.00	-
24BG06	SCAG 61" MOWER	17,000.00	-	17,000.00	17,000.00	-
24PD01	POLICE VEHICLE	58,000.00	-	58,000.00	58,000.00	-
24PD02	POLICE VEHICLE	55,000.00	-	55,000.00	55,000.00	-
24PD03	POLICE VEHICLE	55,000.00	-	55,000.00	55,000.00	-
24ST01	ANNUAL PAVING PROGRAM	285,000.00	-	285,000.00	285,000.00	-
24ST02	ANNUAL SIDEWALK REPLACEMENT PROGRAM	50,000.00	-	50,000.00	50,000.00	-
24ST03	FORD F-350 MINI DUMP	74,000.00	-	74,000.00	74,000.00	-
24ST04	FORD F-350 UTILITY BOX W/HOIST	125,000.00	-	125,000.00	125,000.00	-
24ST05	SIDEWALKS - COMBINED	650,000.00	-	650,000.00	-	650,000.00
24SW01	RIVERSIDE DUCKBILLS	400,000.00	-	400,000.00	400,000.00	-
24SW02	PIPE LINING OF STORMWATER PIPES	200,000.00	-	200,000.00	200,000.00	-
24WA01	CLEARWELL PUMPS, PIPING	1,500,000.00	-	1,500,000.00	1,500,000.00	-
24WA02	WELL FLOW METERS	30,000.00	-	30,000.00	30,000.00	-
24WA03	WELL CHECK VALVE REPLACEMENT	10,000.00	-	10,000.00	10,000.00	-
24WA04	TANK CLEANINGS	10,000.00	-	10,000.00	10,000.00	-
24WA05	WATER MAIN REPLACEMENTS 3RD ST/.CAVANAGH	763,574.00	-	763,574.00	763,574.00	-
24WW01	NEW HIGH SERVICE PUMP MOTOR	18,000.00	-	18,000.00	18,000.00	-
24WW02	NEW GOLF COURSE FLOW VALVE	100,000.00	-	100,000.00	100,000.00	-
24WW03	LIFT STATION PUMP REPLACEMENTS	80,000.00	-	80,000.00	80,000.00	-
24WW04	SMOKE TESTING OF SEWER LINES	62,000.00	-	62,000.00	62,000.00	-
24WW05	MIDNIGHT FLOW STUDY	64,000.00	-	64,000.00	64,000.00	-
24WW06	RESURFACE/SEAL WALL OF MANHOLES	150,000.00	-	150,000.00	150,000.00	-
24WW07	SEWER SERVICE EXTENSION	1,360,000.00	-	1,360,000.00	1,360,000.00	-
		31,959,286.22	5,148,665.64	26,810,620.58	7,131,574.00	19,679,046.58
					Total Carryforward	19,958,683.56

Exhibit "A"

FY 2023-2024 BUDGET AMENDMENT

Carry Over Open Purchase Orders as of 9/30/2023 and Open Projects

	REVENUE	EXPENDITURE
001 - GENERAL FUND	\$ 87,469	\$ 87,469
002 - LOGT 2nd	\$ 858,240	\$ 858,240
004 - BUILDING AND ZONING		\$ -
110 - LAW ENFORCEMENT TRUST		\$ -
130 - CRA		\$ -
135 - CRA FOUNTAIN HEAD		\$ -
139 - CRA CAPITAL PROJECTS	\$ 2,424,584	\$ 2,424,584
301 - GENERAL CAPITAL PROJECTS	\$ 4,014,338	\$ 4,014,338
400 - WATER & SEWER	\$ 6,047,358	\$ 6,047,358
401 - WATER IMPACT FEES		\$ -
402 - SEWER IMPACT FEES		\$ -
407 - WATER & SEWER R & R	\$ 5,049,687	\$ 5,049,687
409 - WATER & SEWER RESERVES		\$ -
460 - STORMWATER	\$ 78,224	\$ 78,224
461 - STORMWATER CAPITAL	\$ 1,339,802	\$ 1,339,802
495 - SOLID WASTE	\$ 58,983	\$ 58,983
605 - POLICE EXPLORERS		\$ -
FUNDS:	\$ 19,958,684	\$ 19,958,684

Attachment: Exhibit A - Carry Over Budget Amendment FY 23 to FY 24 (2023-R-69 : Budget Resolution Carry Over Funds from FY22-23 to

FY2023 Carryover Revenue Budgets to FY2024

GL Account	Amount	Description
001-0000-334.49-50		
001-0000-389.10-00	87,469	Prior Year Carryover
Fund 001 Total	87,469	
	97,319	CDBG
002-0000-389.10-00	760,921	Prior Year Carryover
Fund 002 Total	858,240	
139-0000-389.10-00	2,424,584	Prior Year Carryover
Fund 139 Total	2,424,584	
301-0000-389.10-00	4,014,338	Prior Year Carryover
Fund 301 Total	4,014,338	
400-0000-389.10-00	6,047,358	Prior Year Carryover
Fund 400 Total	6,047,358	
407-0000-331.50-10	-	
407-0000-389.10-00	5,049,687	Prior Year Carryover
Fund 407 Total	5,049,687	
460-0000-389.10-00	78,224	Prior Year Carryover
Fund 460 Total	78,224	
461-0000-389.10-00	1,339,802	Prior Year Carryover
Fund 461 Total	1,339,802	
495-0000-389.10-00	58,983	Prior Year Carryover
Fund 495 Total	58,983	

Total 19,958,684

Attachment: Carry Over Revenue FY23 To FY24 (2023-R-69 : Budget Resolution Carry Over Funds from FY22-23 to FY23-24)



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

**City Commission
Agenda Item**

8.4

MEETING DATE: November 14, 2023
FROM: Joseph Forte
SUBJECT: Request for a Lien Reduction - 172 Flomich Street
NUMBER: (ID # 4334)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of a Code Enforcement Lien that has been placed on the real property located at 172 Flomich Street. The original owner George Leenes passed away on June 29, 2022. Upon his death the home went to his daughter, Kimberly Leenes, who had cerebral palsy. Kimberly lived in the home alone and was unable to make any improvements to the property to correct the code violations due to her mental and physical condition. Kimberly Leenes passed away on July 28, 2022. Darlene Leenes, mother to Kimberly, is now the beneficiary to the estate. Darlene is 84 years old and lives in Pennsylvania. She is disabled and was not aware of the code violations until the Estate Company stepped in as the estate manager to help her settle the estate.

A notice of violations was issued on March 8, 2022 with a notice to appear March 30, 2022 for the violations on the property which consisted of, Section 26-61(2) Sanitary Nuisance and, three counts of IPMC 302.8 Motor Vehicles.

The property was brought into compliance on October 27, 2023 and is eligible for consideration by the city commission for a reduction of the lien.

FISCAL ANALYSIS:

Total in fines	\$26,250.00
----------------	-------------

Required Payment to Release lien

Special Master fee for 1 meeting	\$ 250.00
Recording fees	\$ 20.00
Code enforcement staff time 4 hours at 20.48	\$ 81.92
Community Development Director 1 hour at 53.34	\$ 53.34
Percentage of original lien at 10%	\$2,625.00
<u>Total</u>	\$3,030.26

STAFF RECOMMENDATION:

Reduce the lien from \$26,250.00 to the excess funds amount received by the City of Holly Hill in the amount **\$3,030.26**, with payment due no later than December 15, 2023.

COMMISSION GOAL:

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

MOTION:

REDUCE THE LIEN FROM \$26,250.00 TO \$3,030.26 WITH PAYMENT DUE NO LATER THAN DECEMBER 15, 2023.

- 172 Flomich Lien Reduction (PDF)

LIEN REDUCTION REQUEST PACKET

Date: 11/3/23

From: Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS: 172 Flomich StCASE #: 22-1049Has the property been sold since the City's lien was filed? YES ☐ NO ☒

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 10/27/2023

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendens/final judgement been filed? YES ☐ NO ☒

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 10/12/2022

Who owned the property at the time our lien was filed?

Geo A. Leenes Est.

What supporting documentation is attached?

Who owns the property now? 172 Flomich St - Land Trust 10-10-23What supporting documentation is attached? Trust AgreementNOTES:

Kyle Mahanes
CE Officer completing this form11/3/2023
Date

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

5/11/23

Proc
User

Property Information

Address: 172 FLOMICH ST
HOLLY HILL, FL 321171773
Location ID: 3158
PARCEL NUMBER: 4 2 43 05 00 0200
Short Parcel ID: R-1 R1 SFR - LOW DENSITY
Zoning: R-1 R1 SFR - LOW DENSITY
Subdivision:
Property Address Map
172 FLOMICH ST HOLLY HILL, FL 321171773 .00 .00 X 424305000200 3158

Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
Status date: 11/02/2022
Case type: REM RESIDENTIAL PROPERTY MAINT
Reported date: 3/08/2022
Origination: OI OFFICER INITIATED
Default inspector: KAM Kyle Mahanes
Credit balance: .00

Owner Information

Owner name: LEENES, GEO H
Address: 172 FLOMICH STREET
City: HOLLY HILL, FL 32117
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
26-61 (2) SANITARY (TRASH)	LI		1	3/08/2022	11/02/2022
MOTOR VEHICLES/PAINTING	CM		1	3/08/2022	4/22/2022

Case Data

Description: CN CORRECTION DATE
NOV POTENTIAL HEARING DA
SPECIAL MASTER HEARING D
2ND MAILING ADDRESS
FINE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid							
40 SPEC MAG ADM FEE	250.00	250.00	.00	8/15/2022		.00	250.00
50 SPEC MAG DAILY FINE	26250.00	26250.00	.00	5/20/2022	10/27/2023	50.00	.00

Type Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid							
	(Continued)						
70	PROPERTY MAINTENANCE FEE	10.00	10.00		11/04/2022	.00	.00
		.00					
		26510.00	26510.00			.00	250.00
		.00					

Lien Reduction Request Information Sheet

Property Address: 172 Flomich St Date Prepared: 11/3/2023Owner of Property: (Kreeden LLC) 172 Flomich St Land Trust 10-10-23Date of Notice of Violation: 3/17/2022

Violations:

1. IFPMC 302.8 Motor Vehicles Reg. Date of Compliance 4/26/22 Exhibit A
2. 26-61(2) Sanitary (Trash) Date of Compliance 10/27/23 Exhibit A
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 4/14/2022 Daily Fines Start Date: 5/20/2022Daily Fines of \$ 50.00 for 525 days equals 26,250 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

\$ 250.00 Special Master Administrative Fine(s)\$ 26,250.00 Daily Accumulated Fines\$ 10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 4) + 1 Brian + 1 Joe10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

MEMORANDUM

DATE: November 3rd, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 22-00001049 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$26,500.00** in this case.

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

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

- | | |
|--|--|
| <p>(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

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

☐ FAILS
☒ DOES NOT FAIL



Joseph Forte
CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC
☐ DENIED

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

City of Holly Hill, a Political
Sub-division of the State of Florida

Parcel No. 4243-0500-0200
Case No. 22-00001049

Petitioner,

-vs-

Geo H. Leenes Estate, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 14th of April, 2022, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Geo H. Leenes Estate, Owner and Respondent of the property located at 172 Flomich Street, Holly Hill, FL 32117 was issued a Violation Notice on the 8th of March, 2022 and the Notice to Appear on the 30th of March, 2022 for the violation of Section 26-61(2) Sanitary Nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and the violation of three counts of International Property Maintenance Code (hereinafter referred to as IPMC) 302.8 - Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

At the hearing, the Code Enforcement Officer Mahanes provided evidence through photographs and testimony that there is trash and debris on the property, three vehicles that are either unregistered or have expired tags that appear to be in disrepair on the property. No one appeared on behalf of the Owner at the hearing. In addition to the standard and administrative fines, the City of Holly Hill is requesting permission to tow and impound the vehicles from the property, at the property owner's expense.

CONCLUSIONS OF LAW

That Owner and Respondent of the property located at 172 Flomich Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61(2) Sanitary Nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and three counts of IPMC 302.8 - Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondent must bring all violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars (\$50.00) a day, PER VIOLATION until the property comes into compliance. Additionally, the City of Holly Hill shall be authorized to tow and impound all the vehicles, at the property owner's expense.

DONE AND ORDERED this 20th day of April 2022, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, 
Melody Pullen, Special Magistrate

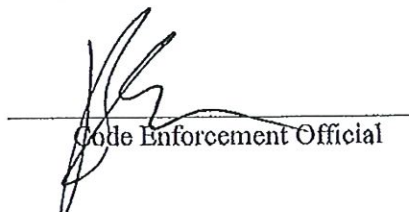
Attest: 
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 20th day of April, 2022 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Geo H. Leenes Estate
172 Flomich Street
Holly Hill, FL 32117


Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

CITY OF HOLLY HILL
CASE # 22-1049

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

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

Property Owner's Name: 172 Flomich Street Land Trust, dated October 10, 2023

Property Address: 172 Flomich Street, Holly Hill, FL 32117

Contact information where you can be reached during the day:

Cell Phone 407-716-5248 Email michael@estateco.com

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail)

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

Are you claiming financial hardship? ☒ YES ☐ NO

If yes, please explain:

We represent Darlene Leenes, who is the beneficiary to the Kimberly Leenes Estate.
Darlene Leenes is 84 years old who lives on disability from the government.

Are you claiming medical hardship? ☒ YES ☐ NO

If yes, please explain without giving details of the injury or illness.

George Leenes (original owner) passed away on 6/29/2020.
Kimberly Leenes (daughter of George) had cerebral palsy and lived in the house
alone until her death. Kimberly passed away on 7/28/2022.

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

Name: Michael Kara, Authorized Signatory for Trustee

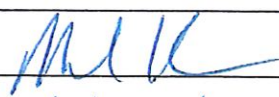
Relationship: Estate Manager & Trustee to 172 Flomich St Land Trust, dated October 10, 2023

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

The original owner, George Leenes, passed away on 6/29/2020. Upon his death
the home went to his daughter, Kimberly Leenes, who had cerebral palsy. She
lived in the home alone and she was unable to address the code violations due to her
mental and physical condition. Kimberly Leenes passed away on 7/28/2022.
Darlene Leenes, mother to Kimberly is now the beneficiary to the estate. Darlene is
84 years old and lives in Pennsylvania. She is disable and wasn't aware of the code

violation until our company (EstateCo) stepped in as estate managers to help her settle the estate.

Date: 11/03/2023

Signed: 

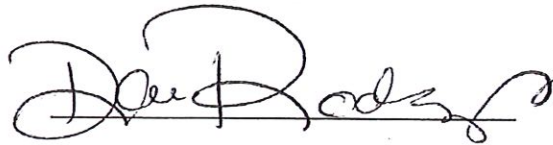
Print Name: Michael Kara

STATE OF Florida

COUNTY OF: Orange

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

Date: 11/03/2023



Notary Public

My Commission Expires 2/23/2025

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

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

I 172 Flomich Street Land Trust, dated, the fee simple owner of the following
(Owner's Name) October 10, 2023 (Kreeden UC Trustee)

described property (Provided Legal Description or Tax Parcel ID Number(s)) 424305000200

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of \$ 27,010.00 for Case No. 22-1049, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Michael Kara, Authorized Signatory
Owner's Name for Kreeden UC (Trustee)

[Signature]
Owner's Signature

Owner's Name

Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 3 day of November, 20 23.

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

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of November, 20 23.



[Signature]
Notary Public in and for the County and State

Aforementioned

My Commission Expires: 2/23/2025

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2020119330

DATE ISSUED: MARCH 7, 2023

DECEDENT INFORMATION

DATE FILED: JULY 16, 2020

NAME: GEORGE LEENES

DATE OF DEATH: JUNE 29, 2020

SEX: MALE

AGE: 081 YEARS

DATE OF BIRTH: DECEMBER 11, 1938

SSN: ***-**-7686

BIRTHPLACE: NEWTON, NEW JERSEY, UNITED STATES

PLACE WHERE DEATH OCCURRED: HOSPICE

FACILITY NAME OR STREET ADDRESS: HALIFAX HEALTH HOSPICE

LOCATION OF DEATH: PORT ORANGE, VOLUSIA COUNTY, 32127

RESIDENCE: 172 FLOMICH STREET, HOLLY HILL, FLORIDA 32117, UNITED STATES

COUNTY: VOLUSIA

OCCUPATION, INDUSTRY: DELIVERYMAN, PAINT

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED EVER IN U.S. ARMED FORCES? YES

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: DIVORCED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: HERMAN LEENES

MOTHER'S/PARENT'S NAME: PAULINE HEUMOS

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: KIM LEENES

RELATIONSHIP TO DECEDENT: DAUGHTER

INFORMANT'S ADDRESS: 172 FLOMICH STREET, HOLLY HILL, FLORIDA 32117, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: DWIGHT A VANEST, F043240

FUNERAL FACILITY: DALE WOODWARD FUNERAL HOME - HOLLY HILL F346229

167 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: TRI CITY CREMATORY
DAYTONA BEACH, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 1630

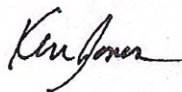
DATE CERTIFIED: JULY 14, 2020

CERTIFIER'S NAME: ARLEN RAY STAUFFER

CERTIFIER'S LICENSE NUMBER: ME38640

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2024995801

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



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DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD

Packet Pg. 442

VOID IF ALTERED OR ERASED

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)



STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2022144141

DATE ISSUED: MARCH 8, 2023

DECEDENT INFORMATION

DATE FILED: AUGUST 8, 2022

NAME: KIMBERLY LEENES

AKA: KIM LEENES

DATE OF DEATH: JULY 28, 2022

SEX: FEMALE

AGE: 056 YEARS

DATE OF BIRTH: JUNE 25, 1966

SSN: ***-**-4523

BIRTHPLACE: DAYTONA BEACH, FLORIDA, UNITED STATES

PLACE WHERE DEATH OCCURRED: NURSING HOME

FACILITY NAME OR STREET ADDRESS: TITUSVILLE REHAB AND NURSING

LOCATION OF DEATH: TITUSVILLE, BREVARD COUNTY, 32796

RESIDENCE: 172 FLOMICH ST., HOLLY HILL, FLORIDA 32117, UNITED STATES

COUNTY: VOLUSIA

OCCUPATION, INDUSTRY: TELLER, BANK

EDUCATION: BACHELORS DEGREE

EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: NEVER-MARRIED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: GEORGE LEENES

MOTHER'S/PARENT'S NAME: DARLENE WHITMAN

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: DARLENE LEENES

RELATIONSHIP TO DECEDENT: MOTHER

INFORMANT'S ADDRESS: 36 SOUTH COUNTY LINE ROAD APT NO. 417, SOUDERTON, PENNSYLVANIA 18964, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ERIK G PERRY, F070002

FUNERAL FACILITY: DALE WOODWARD FUNERAL HOME - HOLLY HILL F346229

167 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: TRI-CITY CREMATORY
DAYTONA BEACH, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 0110

DATE CERTIFIED: AUGUST 2, 2022

CERTIFIER'S NAME: HILBERT CICERON ZEBALLOS

CERTIFIER'S LICENSE NUMBER: ME90229

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.

Ken Jones

, STATE REGISTRAR

REQ: 2025001688

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

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DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD

Packet Pg. 443

VOID IF ALTERED OR ERASED

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)



Expanded Person Search

Last Name: Leenes First Name: Darlene Exact First Name: No Zip: 18964

1 of 1 result(s).

DARLENE G LEENES

show alias (1)

SSN: 202-30-XXXX 

Issued in Pennsylvania, 1955-1957

DOB: 10/06/1939 (84)

show other seen DOB (1)

Likely Current Address: 36 S COUNTY LINE RD APT 417, SOUDERTON, PA, 18964 (MONTGOMERY) (04/01/1995-Current)

Last Seen Email Address: DLEENES@ATT.NET

Last Seen IP Address: 207.226.173.146

Bankruptcies: Yes (Latest 2004)

Liens: None Found

Judgments: None Found

Foreclosures: None Found

Possible Criminal/Infractions: None Found

Business Affiliations: None Found

Professional Licenses: None Found

Address (County/Parish/Borough) History:

36 S COUNTY LINE RD APT 417, SOUDERTON, PA, 18964

(MONTGOMERY)

(04/01/1995-Current)

172 FLOMICH ST, DAYTONA BEACH, FL, 32117 (VOLUSIA)

(12/31/1983-12/31/1994)

Phone (Last Seen)

C:610-721-6334 (08/01/2023)

OMNIPOINT COMM ENTP

C:215-317-4632 (07/12/2023)

NEW CINGULAR WRLS DC

R:215-721-6334 (08/15/2023)

VERIZON PENNSYLVANIA

Likely relatives and associates

 New categories added to expand on relatives and associates.

 [Switch back to simple view](#)

Child

Kim Leenes (57)

1 found

Other Relative

1 found

Neighbor

2 found

Past Neighbor

3 found

[Show more](#)

Possible Email Addresses: (Last Seen)

DLEENES@ATT.NET(07/12/2023)

SDLEENESG47@ATT.NET(07/14/2021)

MCGETTYS1@NATIONALWORLD.COM(11/05/2019)

Possible IP Addresses: (Last Seen)

207.226.173.146(07/12/2023)

192.231.90.95(01/18/2022)



IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT,
IN AND FOR VOLUSIA COUNTY, FLORIDA

IN RE: THE ESTATE OF

Case No.: 2023 11170 PRDL

KIMBERLY S. LEENES
a/k/a KIM LEENES
a/k/a KIMBERLY LEENES
Deceased.

Division: PROBATE

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Kimberly S. Leenes, a resident of Volusia County, Florida, died on July 28, 2022, owning assets in the State of Florida, and

WHEREAS, Erin L. Kara has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Erin L. Kara duly qualified under the laws of the State of Florida to act as personal representative of the estate of Kimberly S. Leenes, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Deland, Volusia County, Florida.

7/21/2023 11:20 AM 2023 11170
PRDL

e-Signed 7/21/2023 11:20 AM 2023 11170 PRDL

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

ESTATE OF KIMBERLY S. LEENES
File No.

James R Clayton
Circuit Court Judge

Copies furnished electronically/by mail to:

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT,
IN AND FOR VOLUSIA COUNTY, FLORIDA

IN RE: THE ESTATE OF

Case No.: 2023 11170 PRDL

KIMBERLY S. LEENES
a/k/a KIM LEENES
a/k/a KIMBERLY LEENES
Deceased.

Division: PROBATE

ORDER APPOINTING PERSONAL REPRESENTATIVE
(intestate -- single)

On the petition of Erin L. Kara for administration of the estate of Kimberly S. Leenes, deceased, the court finding that the decedent died on July 28, 2022, and that Erin L. Kara is entitled to appointment as personal representative by reason of petitioner is the person nominated by the sole beneficiary of this estate to serve as the personal representative and the sole beneficiary has signed a waiver of priority, and is qualified to be personal representative, it is

ADJUDGED that Erin L. Kara is appointed personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing designation and acceptance of resident agent, and posting bond in the sum of \$ 0, letters of administration shall be issued.

DONE and ORDERED in Chambers at Deland, Volusia County, Florida.

7/21/2023 11:20 AM 2023 11170
PRDL

e-Signed 7/21/2023 11:20 AM 2023 11170 PRDL

James R Clayton
Circuit Court Judge

Copies furnished electronically/by mail to:

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

TRUST AGREEMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS LAND TRUST AGREEMENT, dated October 10, 2023, known as **172 Flomich St Land Trust dated October 10, 2023**, is to certify that **Kreeden, LLC**, a Wyoming Limited Liability Company, whose post office address is 1718 Capitol Ave., Cheyenne WY 82001, as Trustee, is duly authorized to accept and execute trusts within the State of Florida, as Trustee hereunder:

When Trustee has taken title thereto, or to any other real estate deeded to him or her as Trustee hereunder, he or she will hold the same for the uses and purposes and upon the trusts hereinafter set forth. IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any successors or assigns of parties hereto, as follows:

1. **PURPOSES OF TRUST:** The purpose of this Trust is for the Trustee to take and hold title to the Property conveyed to the Trustee and to preserve the same until its sale or other disposition.
2. **TRUST PROPERTY:** The Beneficiaries are about to convey or cause to be conveyed to the Trustee in trust certain real property as described more particularly in Schedule "A" attached hereto and made a part hereof. This Property, together with any property later added to the Trust, shall be designated as the "Trust Property." The Trustee will hold the Trust Property according to the terms and conditions of this Land Trust Agreement for the purposes, terms and conditions contained herein until such time as all of the "Trust Property" has been sold or otherwise conveyed, or until this Trust has been terminated. The Trustee shall maintain a list of the "Trust Property" which shall be designated as Schedule "B" under this Agreement.
3. **BENEFICIARY RIGHTS:** The interest of the named Beneficiary shall consist solely of the following rights respecting any property held by the Trustee pursuant to the terms of this Trust:
 - A. The right to receive the earnings, dividends, proceeds, rentals, transfers, sales, or other dispositions of any Trust Property.
 - B. The right to select a financial institution which maintains Trust Property, if Trust Property is the type which would normally be maintained by a financial institution, subject to any limitations imposed by FLORIDA Law or any other state in which the Trust maintains property and, if such property should consist of tangible property, including but not limited to real estate, the right to select any manager or management controlling company to manage said tangible property regarding the rental, leasing or maintenance of such property;
 - C. The right to determine when any such Trust Property should be sold or otherwise conveyed.

The foregoing rights shall be deemed to be personal property and may be assigned and otherwise transferred as such. The Beneficiary shall have no legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of such real estate, but shall have only the rights, as personally, set out above, and the death of the Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

4. **DISTRIBUTION OF CORPUS:** At the death of the Beneficiary, the Trustee shall distribute the property then in the hands of such Trustee to the Beneficiaries and devisees designated by the last will and testament of the Beneficiary or; if the Beneficiary failed to execute a last will and testament, then such distribution shall be made to the heirs of such Beneficiary as determined and in such parts as are designated by the intestate law of the State of FLORIDA. However, in the event that any such Beneficiary, devisee, or heir (as the case may be) shall not have attained the age of 18 years, then the share of such person shall continue to be held in Trust until such person reaches the age of 18 years. In the interim, all of the net income from such share of such person who has not reached the age of 18 years shall be paid to, or used from the benefit of, such person.
5. **CLAIMS OF CREDITORS:** Neither the principal nor the income of any Trust, nor the interest of any Beneficiaries therein, shall be liable for any debts of any Beneficiary, nor shall the same be subject to anticipation or alienation or to seizure by any creditor of any Beneficiary under any return or proceeding at law or in equity.
6. **DUTIES AND POWER OF TRUSTEE:** In the management, care, and disposition of this Trust, the Trustee shall have (with the consent of Beneficiary) the power to do all things and execute such instruments as may be deemed necessary or proper, including the following papers, all of which may be exercised without the order of any court or without having to report to any court:
 - A. **BONDS INVENTORIES AND REPORTS:** In the administration, management, care and disposition of this Trust, the Trustee shall not be required to make nor file any inventories or appraisals or other returns or reports to any court, or to

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

give any bond, or to secure any order and consent of any court to perform any of the powers conferred on it in this Trust, but the Trustee shall keep full accounts and shall make annual reports to the Beneficiaries hereunder (which shall be sent by mail to such Beneficiaries not later than February 28 of each year) and shall at any time upon the reasonable request of any Beneficiary hereunder give full information to such Beneficiary as to the condition of the Trust estate, the amounts received and disbursements made.

- B. **RETENTION FOR INVESTMENT:** The Trustee shall have the power to retain any property or investment in this Trust in the form in which it may be received, and to invest and reinvest any and all forms of property of this Trust, including common Trust funds and chooses in action as the Trustee in its discretion may deem advisable, without being limited by any laws restricting the character or size of investments which trustees may retain or acquire having regard always, however, for the needs of the Beneficiaries, and the size of the Trust estate.
- C. **POWER TO SELL AND EXCHANGE:** The Trustee shall have the power for any purpose to sell, exchange or otherwise dispose of any property at any time held or acquired hereunder, at public or private sale, for cash or on terms, with or without advertisement, and without any order of court.
- D. **POWER TO LEASE AND GRANT OPTIONS:** The Trustee shall have the power to make leases either as landlord or as tenant for any term, even though such lease or leases may extend beyond the period of this Trust; and in like manner shall have the power to grant options, including options extending beyond the duration of this Trust.
- E. **VOTING STOCK:** The Trustee shall have the power to vote in person or by proxy, whether general or limited, any corporate stock or other security held by it as a part of this trust and to agree to or to take any other action in regard to any reorganization, merger, consolidation, liquidation, bankruptcy or other procedure or proceedings with respect to any stock, bond, note or other security.
- F. **AGENTS, ATTORNEYS AND BROKERS:** The Trustee shall have the power to employ such agents, brokers, accountants and attorneys as it may deem necessary or advisable and to pay reasonable compensation for their services.
- G. **COMPROMISE AND SETTLEMENT:** The Trustee shall have the power to compromise, settle, and adjust any claims or demands by or against said Trust, on any terms it may deem advisable, and to agree to any rescission or modification of any contract or agreement affecting this Trust.
- H. **POWER TO BORROW:** The Trustee shall have the power to extend or review any existing obligation or obligations as well as to borrow money for any purpose deemed advisable, and to secure the same by the transfer as security therefore any property of the Trust or any form of security instrument that is required.
- I. **AMORTIZATION:** The Trustee shall have the power to purchase securities at a premium without being required to amortize the premium out of subsequent income from the Trust.
- J. **REGISTRATION OF TRUST SECURITY:** The Trustee shall have the power to invest any stock, bonds or other securities in the name of a nominee, without the addition of words indicating that such security is held in a fiduciary capacity; but accurate records shall be maintained showing that such security is a Trust asset and the Trustee shall be responsible for the acts of such nominee.
- K. **INCOME AND EXPENSES:** The Trustee shall have the power to determine what is the corpus and what is the gross net income of the estate and to allocate between principal and income any loss or expenditure in connection with the Trust, and if deemed advisable to amortize any loss out of the income.
- L. **DISTRIBUTION IN KIND:** The Trustee shall have the power to make any and all distribution hereunder in cash or in kind, or partly in cash and partly in kind, and the values it assigns to such distribution shall not be subject to question.
- M. **CONTINUANCE OF BUSINESS:** The Trustee shall have the power to continue any business, including any partnership in which I may be engaged at my death. If the Trustee sees fit, it may incorporate any such business or have the charter of any business already incorporated renewed, the corporation to have such power, such period of existence and its stock to have such attributes as the Trustee in its discretion shall determine, and to form a partnership.
- N. **POWER TO BIND:** The Trustee shall not have the power to bind any of the Beneficiaries personally to any debt or obligation without the express written consent of the Beneficiary.
- O. **RECORD OF BENEFICIARIES:** The Trustee shall have the duty to maintain an accurate record of the Beneficiaries of this Trust, which record shall include the names and addresses of the Beneficiaries and their respective interests in the Trust and be designated as "Schedule C." The Trustee shall only have such other duties as required in writing by a majority in interest of the Beneficiaries.

- 7. **LIABILITY OF TRUSTEE:** The Trustee and his successor as trustee shall not be required to give a bond, and each trustee shall be liable only for such trustee's own acts and then only as a result of such trustee's own negligence or bad faith.

8. **REMOVAL OF TRUSTEE:** A majority in interest of the Beneficiaries shall have the power to remove the Trustee from his office and appoint a successor to succeed him.
9. **RESIGNATION AND SUCCESSOR:** That, in the event of the death, disability, incapacity, resignation, termination or refusal to act of the Trustee appointed for the Trust, the following person or persons (collectively, unless otherwise shown), to wit:

ERIN KARA

has separately signed an agreement to act as Successor Trustee of this Trust, and upon notification from the then holder(s) of the power of direction under the Trust, said Successor Trustee shall assume the full and complete duties of the Trustee as shown herein. But in the event of the death, disability, incapacity, resignation, termination or refusal to act of the Successor Trustee, and if no additional Successor Trustee has been appointed by the holder(s) of the power of direction, then the duties of the Trustee shall devolve to the Beneficiaries named herein and or their assigns pursuant to this Trust Agreement until such time as a replacement Trustee shall be appointed by all of them, or if all are not living, then the remaining primary Beneficiaries, if any, upon notification the Successor Trustee shall be subject to all obligations of the Trustee as contained herein.

10. **INCOME TAX RETURNS:** The Trustee shall not be responsible for the preparation and/or filing of any tax returns which may be due for the reporting of income and expenses of the Trust, although he/she will sign returns upon request. The Beneficiaries shall each individually report receipt of their respective share of the profits, earnings, avails and proceeds.
11. **INDEMNIFICATION OF TRUSTEE:** The Beneficiaries agree to indemnify, hold harmless and defend the Trustee from any and all liability incurred in his capacity as Trustee. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to any money on account of being made a party to any litigation as a result of holding title to the Trust Property or otherwise in connection with this Trust, without regard to the cause of action asserted or complaint filed, the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustee all such payments or liabilities, his expenses incurred in connection therewith, including reasonable attorney's fees, and any other sums advanced by the Trustee on behalf of the Trust for any reason whatsoever. These amounts, if not immediately paid to the Trustee, shall bear interest at the rate of Ten (10%) percent per annum until paid in full. These amounts and any compensation due to the Trustee, until paid in full to the Trustee, shall constitute a lien on the Trust Property. Further, as long as these amounts or any compensation due to the Trustee remain unpaid, the Trustee shall not have any obligation to take any action with regard to the Trust Property.
12. **DEALINGS WITH TRUSTEE:** No party dealing with the Trustee, in relation to the Trust Property in any manner whatsoever, including, but not limited to, a party to whom the Trust Property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged, by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Trust Property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust that at the time of its delivery the Trust created under this Agreement was in full force and effect; and that the instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon all Beneficiaries under it, that the Trustee was duly authorized and empowered to execute and deliver every such instrument, if a conveyance has been made to a successor or successors-in-trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his/her or their predecessor in Trust.
13. **GUARDIAN NOT REQUIRED:** When any minor is entitled to a distribution under this Trust the Trustee shall not be required to qualify as a guardian or require any other person to qualify as guardian of such minor child, with respect to the distribution to be made to such minor, but may distribute the same to, or for the account of, such minor or to any person having his or her custody without requiring any bond therefore, and without the intervention of any guardian.
14. **MERGER OF TRUSTEE:** In the event the Trustee named herein is not a natural person and shall hereafter merge or consolidate with any other bank or trust company or any other corporation that may by law act as trustee, the corporation created by such merger or consolidation shall thereafter act as Trustee hereunder and shall be subject to all the terms and conditions set forth herein.

15. **COMPENSATION OF TRUSTEE:** For the management of this Trust, the Trustee shall receive compensation in the sum of \$1.00 per month for services as Trustee. However, it is agreed that this fee may be adjusted from time to time in accordance with the amount of work and the responsibility of the Trustee in administering this Trust, by a written agreement signed by the grantor of this Trust and the Trustee, if the grantor is still in life and suffering under no disability. In the event the grantor is deceased or suffering under legal disability, then such written agreement must be signed by the Trustee and a majority of the remaining beneficiaries of this Trust who are entitled to receive income therefrom and who are then of age and suffering from no legal disability. Such agreement may apply to fees both on income and on principal and the source, principal or income from which such fees shall be paid and shall be binding on all persons taking thereunder.
16. **DISCLOSURE OF BENEFICIARIES:** The Trustee and the Beneficiaries shall not disclose the identity of any Beneficiary without the written consent of said Beneficiary except as may be required by law or at the discretion of any order of court issued by a court of competent jurisdiction. Any party who discloses the identity of a Beneficiary shall be personally liable for any and all losses and damages incurred by that Beneficiary as a result of the disclosure.
17. **RECORDING OF AGREEMENT:** This Trust Agreement shall not be placed of record in any jurisdiction. If this Agreement is placed of record, then it shall not be notice of any interest which may affect the title or powers of the Trustee.
18. **NOTICE:** Any notice that is given in connection with this Trust Agreement shall be given (a) to the Beneficiaries at the address set forth in "Schedule C" as shall be changed from time to time upon notice to the Trustee from the Beneficiaries; and (b) to the Trustee at such address as he may hereafter specify.

This space intentionally left blank.

IN WITNESS WHEREOF, we have executed this Trust Agreement on the day and year first above written.

Signed in the presence of:

Signed in the presence of:

X [Signature]
Nancy S Hanniford
 Witness (name, typed or printed)

[Signature], PR
 100% (One Hundred Percent) interest BENEFICIARY:
 The Estate of Kimberly S. Leenes
 % Erin Kara as Personal Representative

X [Signature]
Danise Rodriguez
 Witness (name, typed or printed)

STATE OF Florida
 COUNTY OF Orange

THIS INSTRUMENT WAS ACKNOWLEDGED before me by means of ☒ physical presence or ☐ online notarization
 this 10 day of October, 2023, by Erin Kara who ☒ is personally known to me or ☐ has
 produced personally known as identification.

Notary Public: [Signature]
 My commission expires: 2/23/2025

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SCHEDULE "A"
REAL PROPERTY TO BE CONVEYED

REAL PROPERTY ADDRESS:

172 Flomich St, Holly Hill FL 32117

REAL PROPERTY LEGAL DESCRIPTION:

The Westerly 90 feet of Northerly 25 feet of Lot 19 and Westerly 90 feet of the Southerly 45 feet of Lot 20, THE ELIZABETH PAULERSON MCBRIDE SUBDIVISION OF THE HERNANDEZ GRANT, according to the plat thereof recorded in Map Book 2, Page I 08, per Public Records of Volusia County, Florida.

PARCEL ID (FOLIO):

42-43-05-00-0200

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Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

SCHEDULE "B"

The following is/are the address(es) of the real estate which is/are Trust Property:

1. 172 Flomich St, Holly Hill FL 32117

This space intentionally left blank.

SCHEDULE "C"

The following are all the Beneficiaries who own all of the beneficial interest in the foregoing Trust:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
1. The Estate of Kimberly S. Leenes % Erin Kara as Personal Representative	1330 Palmetto Ave, Suite B Winter Park, FL 32789	100% (one hundred percent)

This space intentionally left blank.

Attachment: 172 Flomich Lien Reduction (4334 : Request for a Lien Reduction at 172 Flomich Street)

LAND TRUST AGREEMENT

IN TESTIMONY WHEREOF, said Trustee accepted the duties of Trustee the day and year first above written and on said day the said Beneficiary has signed this Declaration of Trust and said Trust Agreement in order to signify his assent to the terms hereof.

ACCEPTANCE BY TRUSTEE

The undersigned hereby accepts the trust imposed by the **172 Flomich St Land Trust dated October 10, 2023**, and agrees to serve as Trustee upon the term and conditions therein set forth.

Signed in the presence of:

x *Nancy S. Hanniford*
Nancy S. Hanniford
 Witness (name, typed or printed)

Michael Kara
 By: Michael Kara, as manager for Kreedon LLC, as Trustee

x *Danise Rodriguez*
Danise Rodriguez
 Witness (name, typed or printed)

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of October, 2023, by Michael Kara as manager for Kreedon LLC as Trustee for the **172 Flomich St Land Trust dated October 10, 2023**, a Florida Land Trust under F.S. 689.071, with a Trustee empowered to buy, sell, convey and manage Real Property, who is personally known to me or has produced Personally Known as identification.



Danise Rodriguez
 Signature of Notary Public of Florida
Danise Rodriguez
 Print, Type, or Stamp Commissioned Name of Notary



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

**City Commission
Agenda Item**

8.5

MEETING DATE: November 14, 2023
FROM: Brian Walker
SUBJECT: Vineyards Final Plat
NUMBER: (ID # 4323)
APPLICANT: Rick Maugeri
PLANNER: Brian Walker

INTRODUCTION

Rick Maugeri, applicant, requests Final Plat approval for a 134-lot subdivision called Vineyards Townhomes. The Vineyards Townhomes development is on 13.21 acres located approximately 900 feet west of Center Avenue on the south side of 6th Street.

DISCUSSION:

On September 27, 2022, the City Commission approved the Residential Planned Unit Development zoning and Medium Density Residential future land use for the subdivision known as Vineyards Townhomes.

In August of 2022, the applicant submitted engineered plans for the Vineyards Townhomes. The engineered plans were reviewed by City staff for compliance with all City regulations and approved such plans. The City's engineer, Mead and Hunt also reviewed and approved the plans. St. Johns River Water Management District and the Florida Department of Environmental Protection also reviewed and permitted the project. And the School Board, has issued a Finding of Adequate Capacity in terms of the ability to serve school aged children that will live within the subdivision.

On January 24, 2023, the City Commission approved the preliminary plat (aka final engineering) for the Vineyards Townhomes subdivision.

The Final Plat has now been received and reviewed by City staff and is found to be compliant with the City's land development regulations. The City Surveyor also reviewed the plat and certifies that it is complaint with Florida Statutes Chapter 177.

The subdivision has a medium density land use and the Planned Development proposes 134 two story townhomes. The minimum lot size is 1,800 square feet, and the minimum townhome square footage is 1060 square feet. The maximum building height is 30 feet.

The City of Holly Hill is the provider of potable water and sanitary sewer.

The applicant has provided a performance bond to cover the cost of remaining infrastructure to

be constructed.

The H.O.A. documents (Declaration of Covenants and Restrictions) are attached and will be recorded with the Final Plat.

RECOMMENDATION:

STAFF RECOMMENDS THE CITY COMMISSION, APPROVE THE FINAL PLAT FOR THE VINEYARDS TOWNHOMES.

- Vineyards Townhomes Final Plat (PDF)
- Cost Estimate to Complete Infrastructure (PDF)
- Aerial Map (PDF)
- Location Map (PDF)
- Preliminary Development Plan (PDF)
- Boundary & Tree Survey (PDF)
- Declaration of Covenants and Restrictions (PDF)
- The Vineyards Overall Rendering (PDF)

LEGAL DESCRIPTION:

PARCEL 1:
LOTS 5 AND 6 AND THE NORTH 5 FEET OF LOT 4, BLOCK 16, VACATED RAT OF RE-PLAT OF UNIT NUMBER ONE, HOME ACRES, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 64, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THE EASTERLY 75 FEET OF LOT 1, BLOCK 16, VACATED PLAT OF RE-PLAT OF UNIT NUMBER ONE HOME ACRES, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 64, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND LOT 2, BLOCK 16, VACATED PLAT OF RE-PLAT OF UNIT NUMBER ONE HOME ACRES, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 64, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:
THE WESTERLY 75 FEET OF LOT 1, BLOCK 16, VACATED PLAT OF RE-PLAT OF UNIT NUMBER ONE HOME ACRES, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 64, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4:
LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE, THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

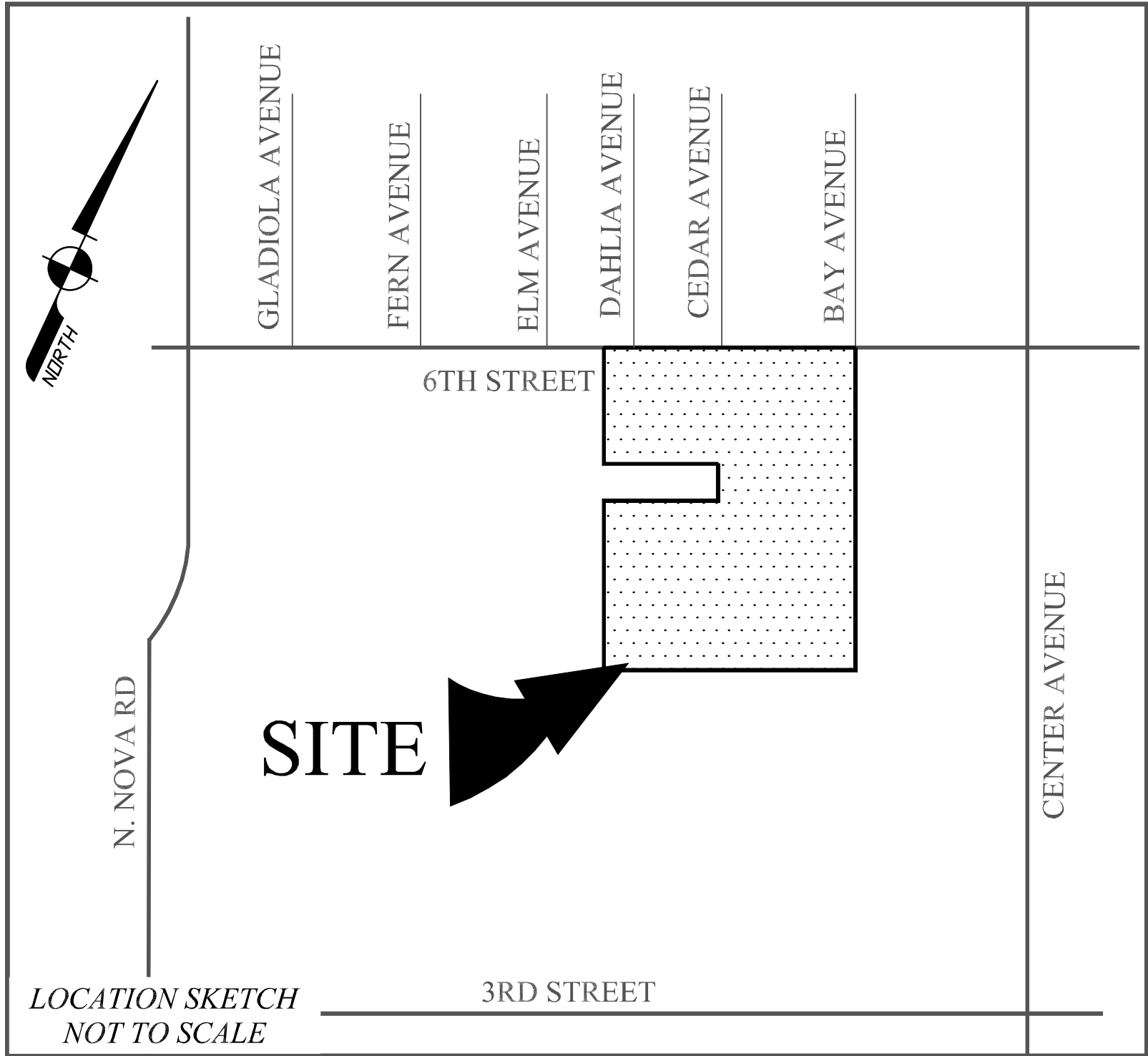
SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 575,541 SQUARE FEET (13.2126 ACRES), MORE OR LESS.

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED ALONG THE NORTH LINE OF LOT 1, BLOCK 16, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING N 64°22'31" E. FOR ANGLE MEASUREMENT ONLY.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- ALL CURVILINEAR LOT LINES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.
- UNLESS OTHERWISE INDICATED, A STRIP OF LAND 13.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO ROAD RIGHT-OF-WAY AS DEPICTED HEREON, IS HEREBY RESERVED AS AN EASEMENT FOR PUBLIC UTILITIES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- BOUNDARY SURVEY DONE BY A1A SURVEYING, INC.
- THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING TRACT "A", TRACT "B", TRACT "C", TRACT "D", TRACT "E", SIDEWALKS, STORMWATER DRAINAGE, POTABLE WATER, SANITARY SEWER, COMMON AREA AND LANDSCAPING, TREE PRESERVATION, IRRIGATION AND IMPROVEMENTS CONSTRUCTED WITHIN THE BOUNDARIES OF THE PLAT.
- THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVICING THE AREA WITHIN THE BOUNDARIES OF THE PLAT IN ACCORDANCE WITH THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY.
- THE LANDS DESCRIBED IN THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VINEYARDS TOWNHOMES, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ALL MEASUREMENTS SHALL REFER TO HORIZONTAL PLANE AND IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- THE GRANTING OF EASEMENTS TO THE CITY OF HOLLY HILL DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
- THE OWNER DOES HEREBY GRANT TO THE CITY OF HOLLY HILL THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL OF THE PRIVATE STREETS SHOWN AND DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF ADJACENT LANDS AND THEIR GUESTS, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED STATES POSTAL SERVICE MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE OWNER AND HOLDERS OF MORTGAGE LIENS ON SUCH LANDS, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID STREETS AND EASEMENTS. REGARDLESS OF THE PRECEDING PROVISIONS, THE LAWFUL OWNER RESERVES THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY THE RIGHT OF INGRESS TO ANY PERSON WHO, IN THE OPINION OF THE LAWFUL OWNER MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT.
- THE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO AND OWNED AND MAINTAINED BY THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORM-WATER SYSTEM AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF HOLLY HILL FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORM-WATER SYSTEM.

VINEYARDS TOWNHOMES

RE-SUBDIVISION OF BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION,
AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA, LYING IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 32
EAST, CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA.



LEGEND:

ALIDE ACCESS, UTILITY & DRAINAGE EASEMENT	R/W RIGHT-OF-WAY
CCCR CERTIFIED CORNER REPORT	CL CENTERLINE RIGHT-OF-WAY
FD FOUND	CS SET NAIL AND DISK STAMPED (PCP LB 8205)
FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	CS SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 8205
FL FLORIDA	CS SET 5/8" IRON ROD & CAP LB 8205 AT ALL LOTS, TRACTS AND RIGHT-OF-WAY CORNERS, EXCEPT NOTED BY A PRM OR PCP WILL BE SET IN ACCORDANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES.
ID IDENTIFICATION	UE UTILITY EASEMENT
IRC IRON ROD & CAP	
LB LICENSED BUSINESS	
LC LICENSED SURVEYOR	
LSB LANDSCAPE BUFFER	
M.B. MAP BOOK	
N/D NAIL AND DISK (AS NOTED)	
NO. NUMBER	
(O/A) OVERALL	
O.R. OFFICIAL RECORD BOOK	
(P) PLAT	
P.B. PLAT BOOK	
PC POINT OF CURVATURE	
PRC POINT OF REVERSE CURVATURE	
PCP PERMANENT CONTROL POINT	
PG PAGE	
POS PAGES	
PK PARKER KALON NAIL	
PLS PROFESSIONAL LAND SURVEYOR	
PSM PROFESSIONAL SURVEYOR & MAPPER	
PRM PERMANENT REFERENCE MONUMENT	
R/W RIGHT-OF-WAY	
V.C.R. VOLUSIA COUNTY RECORDS	

INDEX OF SHEETS:

SHEET 1 - COVER, LEGAL DESCRIPTION, DEDICATIONS, NOTES, LEGEND, AND VICINITY MAP
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PLAT BOOK

PAGE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE VINEYARDS TOWNHOMES LLC BEING THE OWNER OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED VINEYARDS TOWNHOMES, LOCATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED. PRIVATE ROADS AND/OR RIGHTS-OF-WAYS, ALSO KNOWN AS TRACT "A", IS DEDICATED TO THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION INC. TRACT "B" TRACT "C", TRACT "D" AND TRACT "E" ARE DEDICATED TO THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION INC. ALL ACCESS, DRAINAGE AND UTILITY EASEMENTS ARE GRANTED TO THE CITY OF HOLLY HILL, FLORIDA FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE VINEYARDS TOWNHOMES LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE OWNER NAMED BELOW.

ON THIS _____ DAY OF _____ 2023.

MANAGER OF LLC

BY: _____
SIGNATURE PRINT NAME

WITNESS BY: _____
SIGNATURE SIGNATURE

BY: _____
PRINT NAME PRINT NAME

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2023, BY _____ AS MANAGER OF THE VINEYARDS TOWNHOMES LLC. A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ON LINE NOTARIZATION AND [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY

PRINTED NOTARY NAME [NOTARY STAMP]

MY COMMISSION EXPIRES MY COMMISSION No. _____

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN VINYARDS TOWNHOMES, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 OF THE CITY CODE HAD BEEN RECEIVED.

BY: _____
CITY ENGINEER DATE

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED VINEYARDS TOWNHOMES, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

DAVID McMILLEN PSM #6378
A1A SURVEYING, Inc. LB 8205
711 Pineland Trail
Ormond Beach, FL 32174

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

(SIGNATURE) _____ DATE: _____
(PRINT NAME) MICHAEL M. MYER, LS. NO. 4006

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE CITY OF HOLLY HILL COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF VINYARDS TOWNHOMES.

(SEAL)

MAYOR, CITY OF HOLLY HILL. _____ DATE _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M./P.M.

BY: _____ FILE NO. _____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA.



Professional Surveyor

Residential Commercial Construction

Phone: 386.216.5730
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 8

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____ THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY





Professional Surveyor

Phone: 386.216.5730

555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

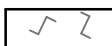
SURVEYING, INC.

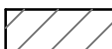
Residential Commercial Construction

VINEYARDS TOWNHOMES

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LEGEND:

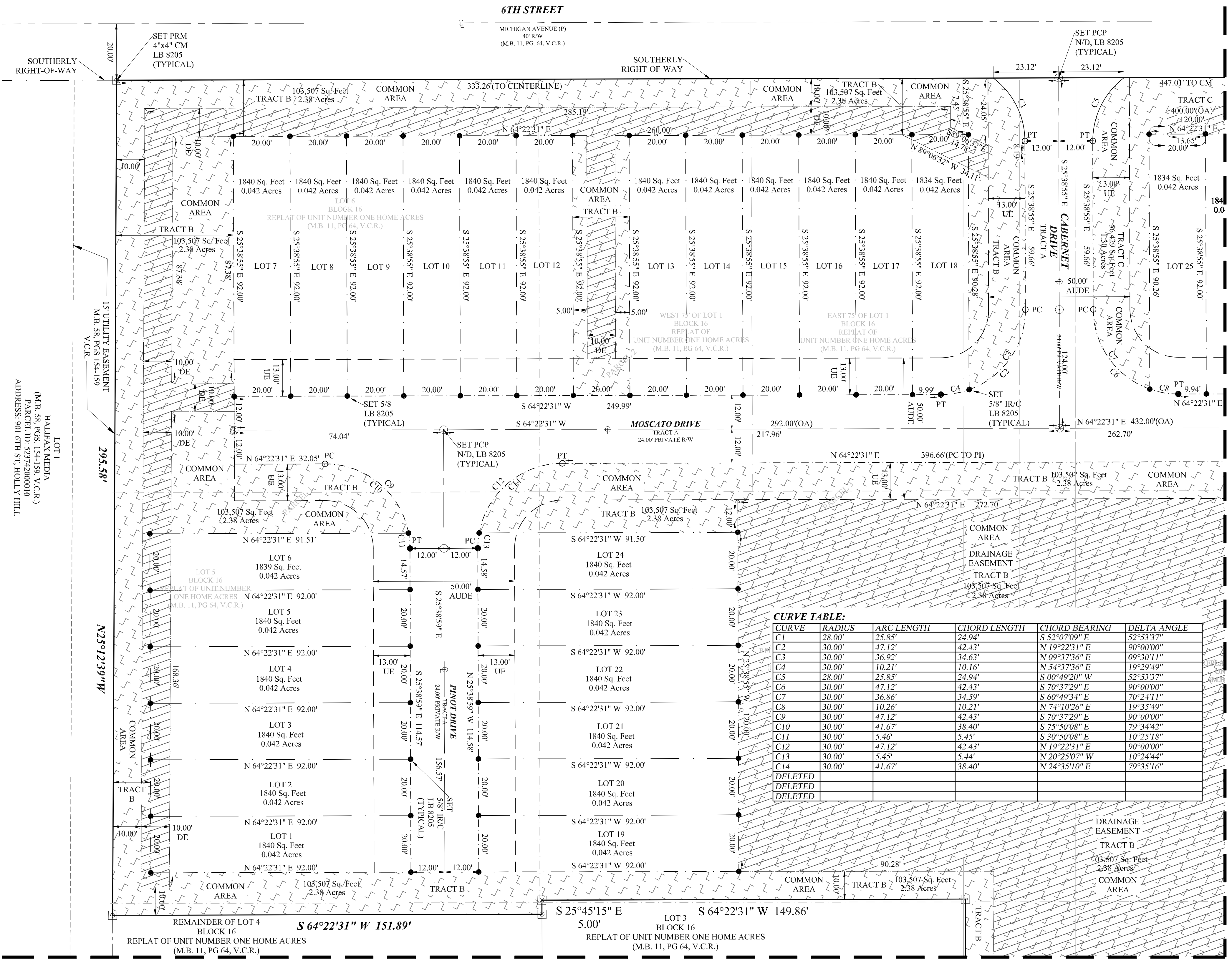
TRACT HATCH

DRAINAGE EASEMENT HATCH

ACCESS, UTILITY & DRAINAGE EASEMENT CENTERLINE

CM
ID
LSB
MB
ND
O.A.
O.E.B.
(P)
PC
PCP
PUS
PT
V.C.R.

CONCRETE MONUMENT
IDENTIFICATION
LANDSCAPE BUFFER
MAP BOOK
NAIL & DISK
OVERALL
OFFICIAL RECORDS BOOK
PLAT
POINT OF CURVATURE
PERMANENT CONTROL POINT
PAGES
POINT OF TANGENCY
VOLUSIA COUNTY RECORDS



CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	28.00'	25.85'	24.94'	S 52°07'09" E	52°53'37"
C2	30.00'	47.12'	42.43'	N 19°22'31" E	90°00'00"
C3	30.00'	36.92'	34.63'	N 09°37'36" E	09°30'11"
C4	30.00'	10.21'	10.16'	N 54°37'36" E	19°29'49"
C5	28.00'	25.85'	24.94'	S 00°49'20" W	52°53'37"
C6	30.00'	47.12'	42.43'	S 70°37'29" E	90°00'00"
C7	30.00'	36.86'	34.59'	S 60°49'34" E	70°24'11"
C8	30.00'	10.21'	10.21'	N 74°10'26" E	19°35'49"
C9	30.00'	47.12'	42.43'	S 70°37'29" E	90°00'00"
C10	30.00'	41.67'	38.40'	S 75°50'08" E	79°34'42"
C11	30.00'	5.46'	5.43'	S 30°50'08" E	10°25'18"
C12	30.00'	47.12'	42.43'	N 19°22'31" E	90°00'00"
C13	30.00'	5.45'	5.44'	N 20°25'07" W	10°24'44"
C14	30.00'	41.67'	38.40'	N 24°35'10" E	79°35'16"
DELETED					
DELETED					
DELETED					

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 6



Professional Surveyor

Phone: 386.216.5730

555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

A1A

SURVEYING, INC.

Residential Commercial Construction

VINEYARDS TOWNHOMES

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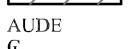
CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C18	30.00'	47.12'	42.43'	S 70°33'43" E	90°00'00"
C19	30.00'	42.07'	38.71'	S 75°23'09" E	80°25'09"
C20	30.00'	5.05'	5.05'	S 30°23'09" E	09°38'51"
C21	30.00'	47.12'	42.43'	S 19°21'05" W	90°00'00"
C22	30.00'	42.08'	38.72'	S 24°09'57" W	80°22'16"
C23	30.00'	5.04'	5.04'	S 20°50'03" E	09°37'44"
DELETED					

LEGEND:

TRACT HATCH

DRAINAGE EASEMENT HATCH

AUDE

CENTERLINE

CM

ID

LB

LSB

MB

ND

O.R.B.

PLAT

PC

PCP

PG(S)

PT

V.C.R.

CONCRETE MONUMENT

IDENTIFICATION

LICENSED BUSINESS

LANDSCAPE BUFFER

MAP BOOK

NAIL & DISK

OVERALL

OFFICIAL RECORDS BOOK

POINT

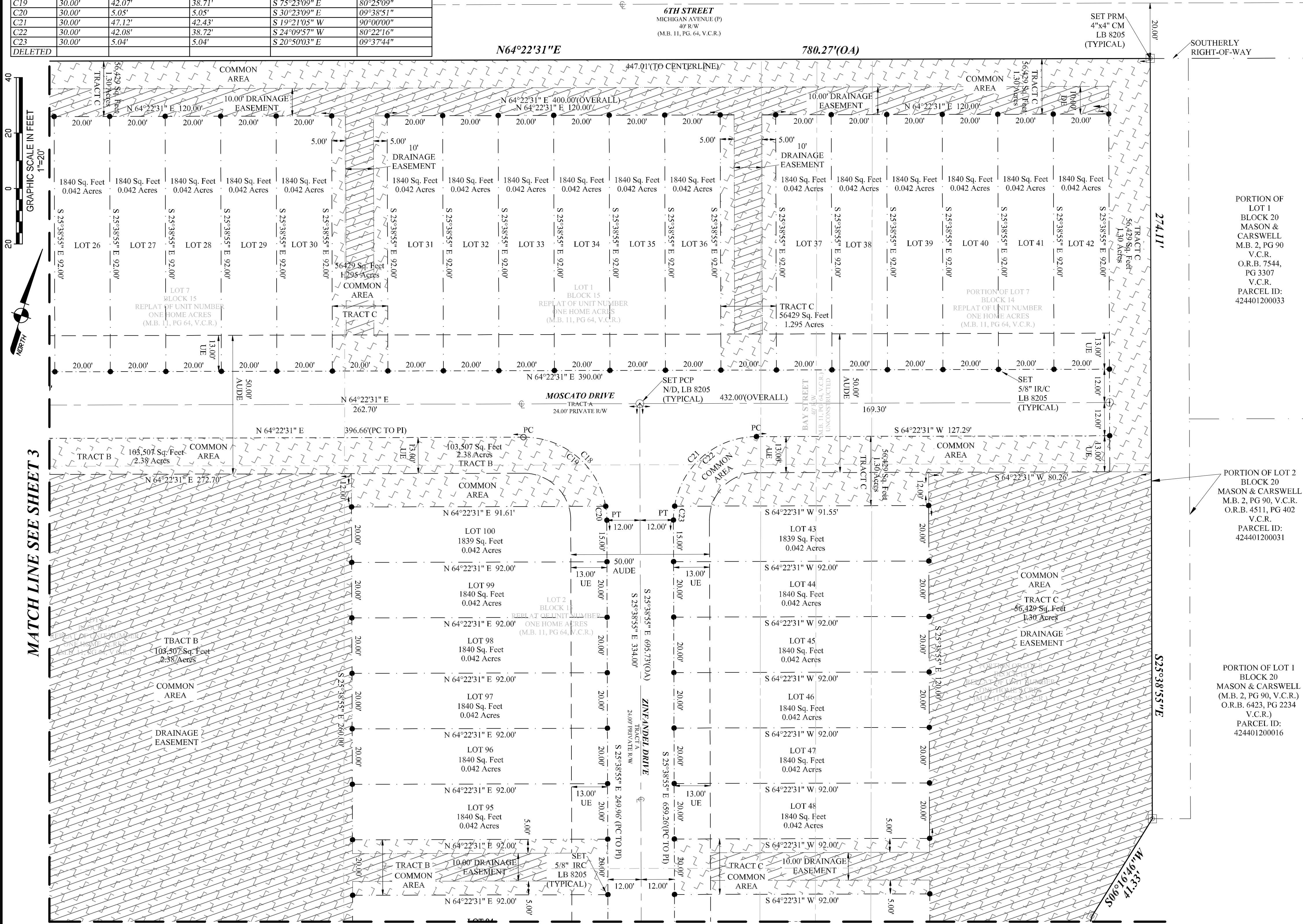
POINT OF CURVATURE

PERMANENT CONTROL POINT

PAGES

POINT OF TANGENCY

VOLUSIA COUNTY RECORDS



PORTION OF LOT 1
BLOCK 20
MASON & CARSWELL
M.B. 2, PG 90
V.C.R.
O.R.B. 7544,
PG 3307
V.C.R.
PARCEL ID:
424401200033

PORTION OF LOT 2
BLOCK 20
MASON & CARSWELL
M.B. 2, PG 90, V.C.R.
O.R.B. 4511, PG 402
V.C.R.
PARCEL ID:
424401200031

PORTION OF LOT 1
BLOCK 20
MASON & CARSWELL
(M.B. 2, PG 90, V.C.R.)
O.R.B. 6423, PG 2234
V.C.R.)
PARCEL ID:
424401200016



Professional Surveyor

Phone: 386.216.5730

555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

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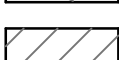
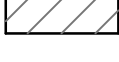
SURVEYING, INC.

Residential Commercial Construction

VINEYARDS TOWNHOMES

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LEGEND:

	TRACT HATCH	AUDE	ACCESS, UTILITY & DRAINAGE EASEMENT	(P)	PLAT
	CENTERLINE	CM	CONCRETE MONUMENT	PC	POINT OF CURVATURE
	ID	MB	MAP BOOK	PCP	PERMANENT CONTROL POINT
	LB	N/D	NAIL & DISK	PG(S)	PAGES
	DRAINAGE EASEMENT HATCH	O/A	OFFICIAL RECORDS BOOK	PT	POINT OF TANGENCY
		O.R.B.		V.C.R.	VOLUSIA COUNTY RECORDS

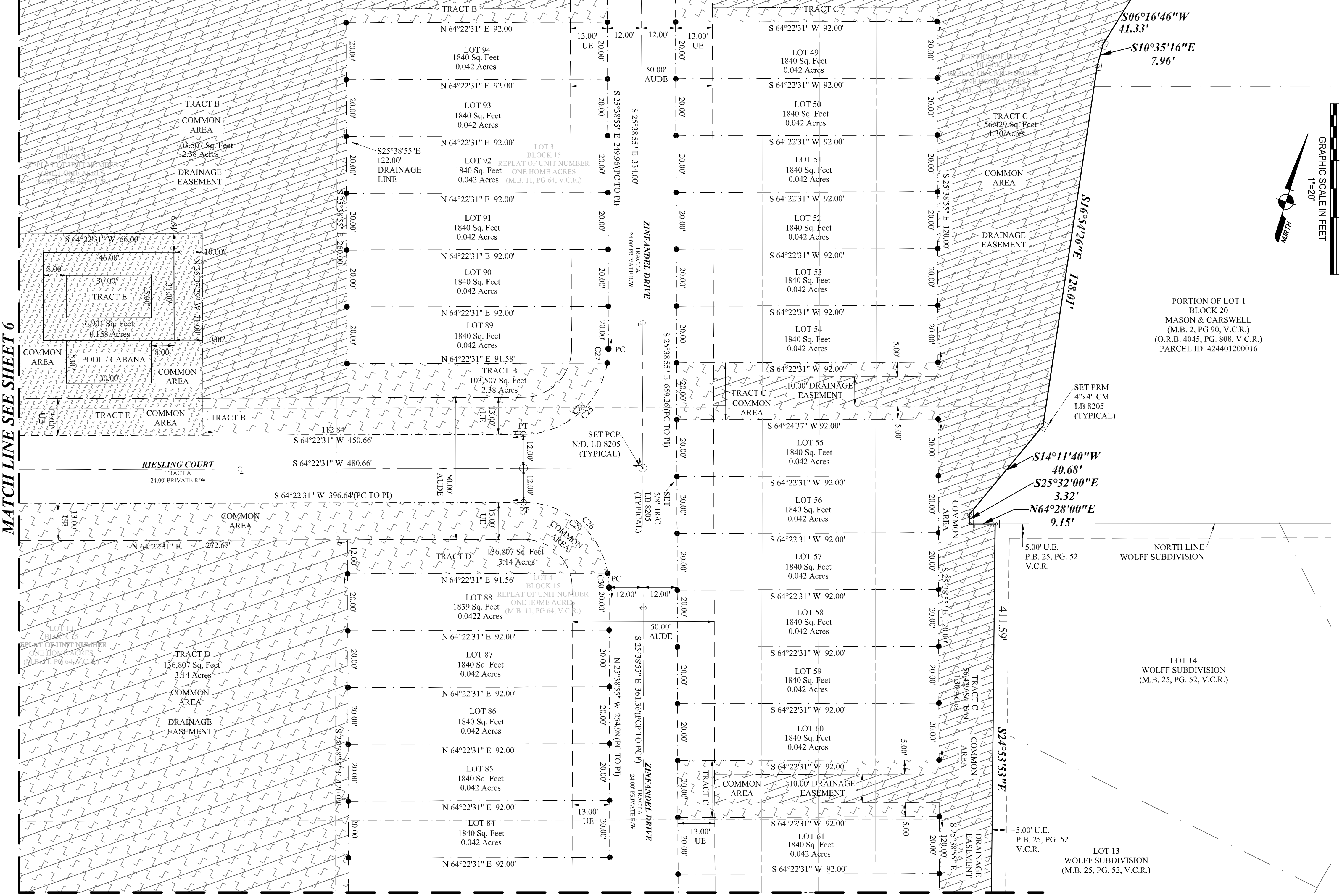
SHEET 5 OF 8

PLAT BOOK

PAGE

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C25	30.00'	47.12'	42.43'	S 19°21'05" W	90°00'00"
C26	30.00'	47.12'	42.43'	N 70°37'29" W	90°00'00"
C27	30.00'	5.04'	5.03'	S 20°50'23" E	9°37'04"
C28	30.00'	42.09'	38.72'	S 24°09'37" W	80°22'56"
C29	30.00'	42.10'	38.73'	N 75°25'18" W	80°20'21"
C30	30.00'	5.02'	5.02'	N 30°25'418" W	9°35'39"
DELETED					
DELETED					
DELETED					
DELETED					
DELETED					



MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 8



Professional Surveyor

Phone: 386.216.5730

555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

SURVEYING, INC.

Residential Commercial Construction

VINEYARDS TOWNHOMES

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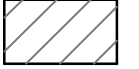
CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
	10.00'	15.71'	14.14'	S 19°22'31" W	90°00'00"
	15.00'	23.56'	21.21'	S 19°22'31" W	90°00'00"
	15.00'	23.56'	21.21'	N 70°37'29" W	90°00'00"
C38	30.00'	47.12'	42.43'	N 19°22'31" E	90°00'00"
C39	30.00'	42.10'	38.73'	N 24°10'20" E	80°24'21"
C40	30.00'	5.02'	5.02'	N 20°49'40" W	9°35'39"
DELETED					

LEGEND:



TRACT HATCH



DRAINAGE EASEMENT HATCH



ACCESS, UTILITY & DRAINAGE EASEMENT CENTERLINE



CM



Δ



ID



LB



LSB



MB



N/D



O/R.B.



PT



PC



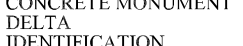
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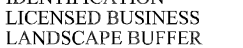
PT



V.C.R.



CONCRETE MONUMENT



DELTA



IDENTIFICATION



LICENSED BUSINESS



LANDSCAPE BUFFER



MAP BOOK



NAIL & DISK



OFFICIAL RECORDS BOOK



PLAT



POINT OF CURVATURE



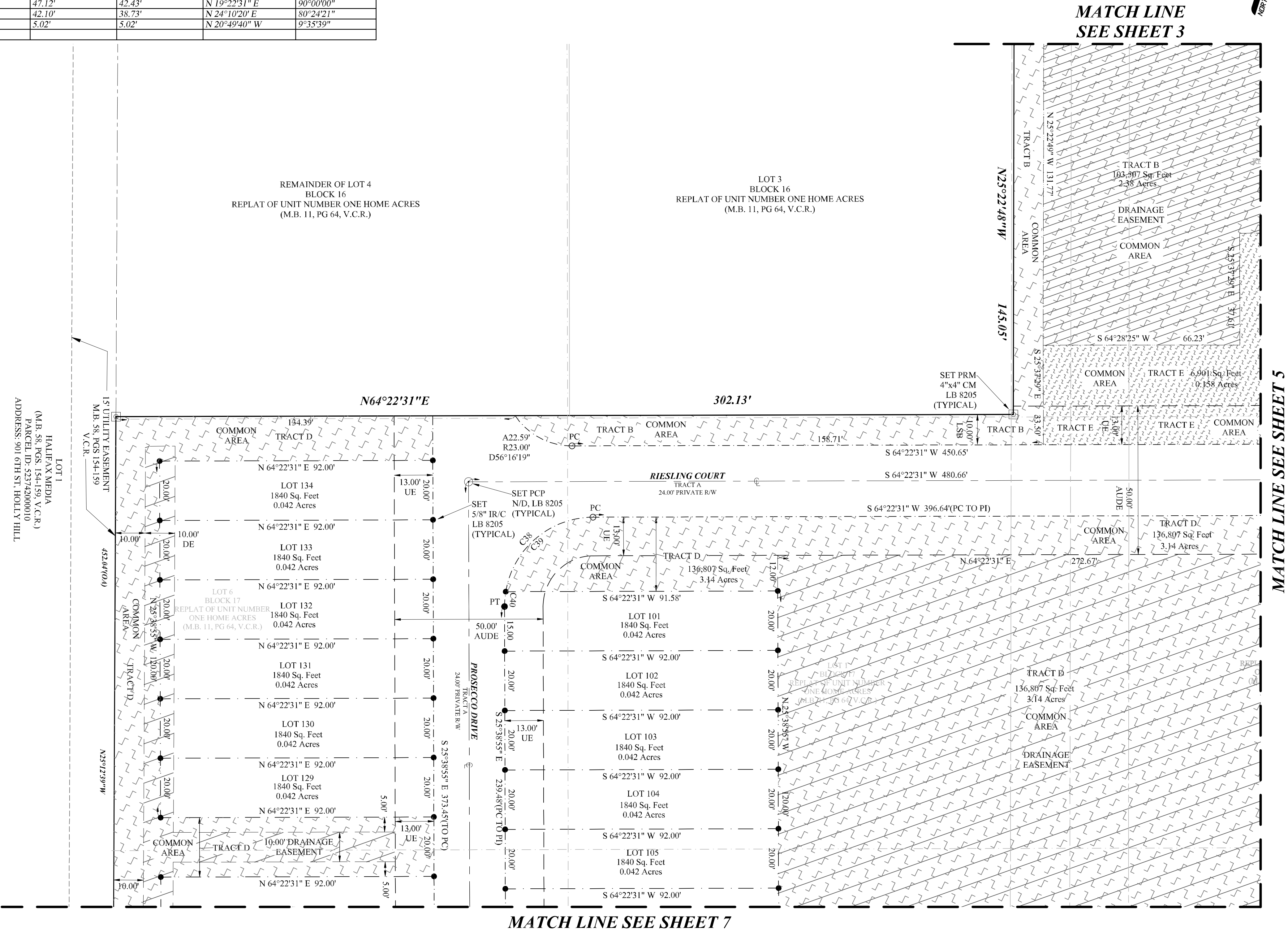
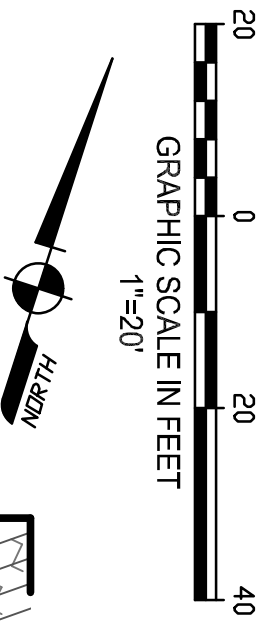
PERMANENT CONTROL POINT



POINT OF TANGENCY



VOLUSIA COUNTY RECORDS



[illegible]



Professional Surveyor
Phone: 386.216.5730
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

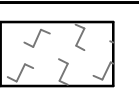
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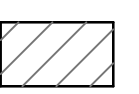
SURVEYING, INC.

Residential Commercial Construction

VINEYARDS TOWNHOMES

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- LEGEND:
- TRACT HATCH

DRAINAGE EASEMENT HATCH

AUDE

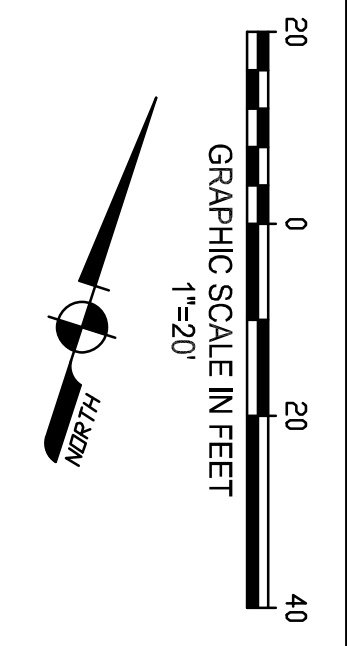
LSB

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ACCESS, UTILITY & DRAINAGE EASEMENT

LANDSCAPE BUFFER

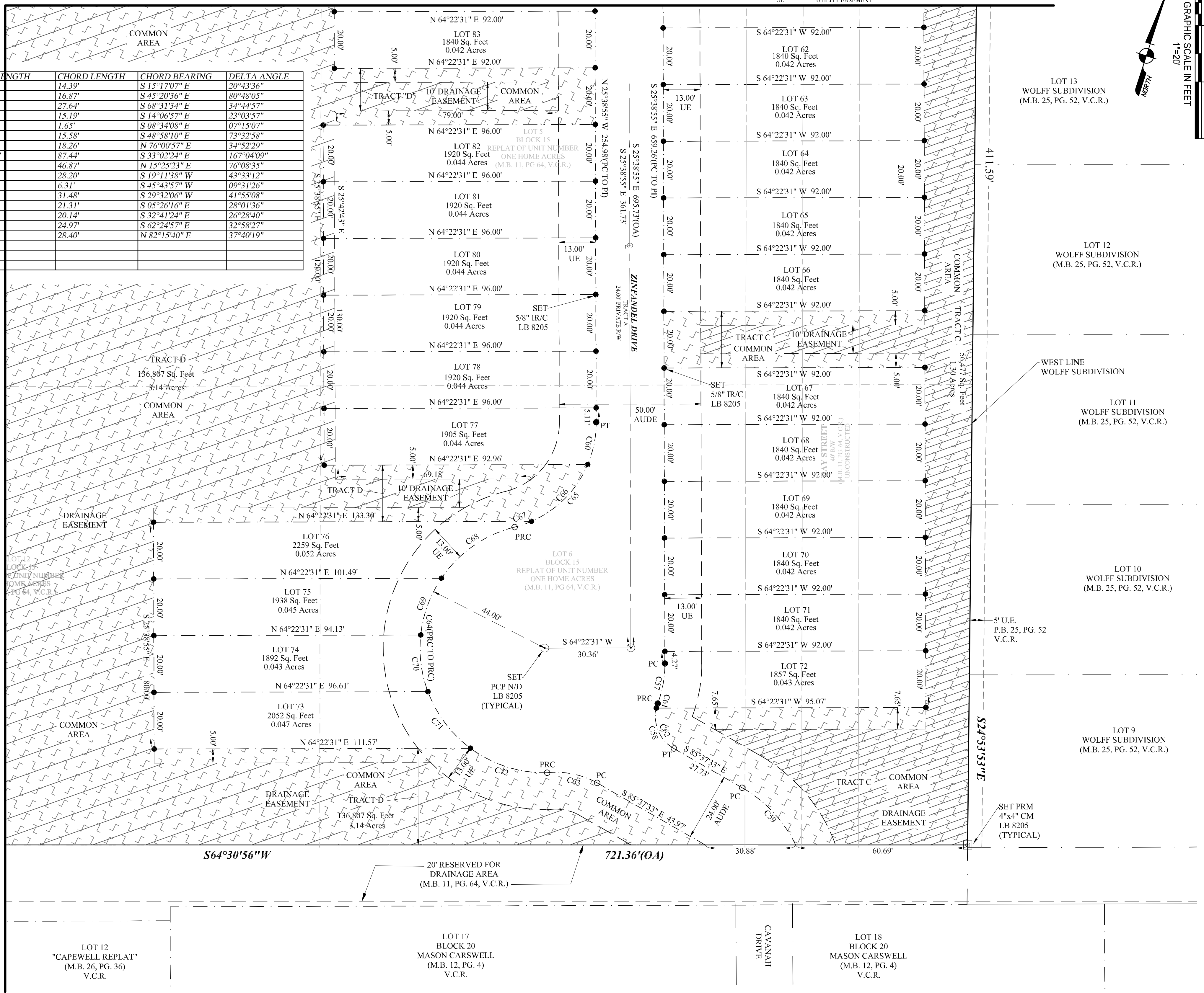
UTILITY EASEMENT



CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	40.00'	14.47'	14.39'	S 15°17'07" E	20°43'36"
C58	13.00'	18.35'	16.87'	S 45°20'36" E	80°48'05"
C59	47.00'	28.05'	27.64'	S 68°31'34" E	34°44'57"
C60	38.00'	15.30'	15.19'	S 14°06'57" E	23°03'57"
C61	13.00'	1.65'	1.65'	S 08°34'08" E	07°15'07"
C62	13.00'	16.70'	15.58'	S 48°58'10" E	73°32'58"
C63	30.00'	18.26'	18.26'	N 76°00'57" E	34°52'29"
C64	44.00'	128.30'	87.44'	S 33°02'24" E	167°04'09"
C65	38.00'	50.50'	46.87'	N 15°25'23" E	76°08'35"
C66	38.00'	28.89'	28.20'	S 19°11'38" W	43°33'12"
C67	38.00'	6.32'	6.31'	S 45°43'57" W	09°31'26"
C68	44.00'	32.19'	31.48'	S 29°32'06" W	41°55'08"
C69	44.00'	21.52'	21.31'	S 05°26'16" E	28°01'36"
C70	44.00'	20.32'	20.14'	S 32°41'28" E	26°28'40"
C71	44.00'	25.35'	24.97'	S 62°24'57" E	32°58'27"
C72	44.00'	28.92'	28.40'	N 82°15'40" E	37°40'19"
DELETED					
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MATCH LINE SEE SHEET 3





NEWKIRK ENGINEERING, INC.

Civil Engineering * Transportation * CEI

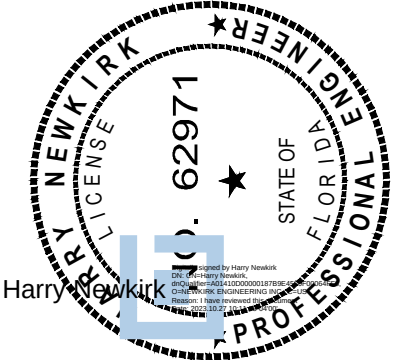
1230 North US Highway No. 1, Suite 3

Ormond Beach, FL 32174

(386) 872-7794

www.Newkirk-Engineering.com

THE VINEYARDS HOLLY HILL, FL 32117

ENGINEER'S ESTIMATE FOR CONSTRUCTION COSTS		
DESCRIPTION	TOTAL	
EARTHWORK	\$	-
PAVING	\$	157,097.68
DRAINAGE	\$	-
WATER	\$	-
SEWER	\$	-
LANDSCAPE	\$	29,537.45
 HARRY H. NEWKIRK, P.E. FL. REG. NO. 62971	CONSTRUCTION TOTAL	\$ 186,635.13
	PLAT BOND 110%	\$ 205,298.64
Harry Newkirk, PE #62971 President/CEO of Newkirk Engineering, Inc.		

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

EARTHWORK				
DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
Silt Fence	LF	-	\$ 1.89	\$ -
Construction Entrance	LS	-	\$ 4,152.80	\$ -
General Balance & Rough Grade	LS	-	\$ 83,156.80	\$ -
Excavate Ponds	CY	-	\$ 4.00	\$ -
Fine Grade Site	SF	-	\$ 0.08	\$ -
Clearing and Grubbing	AC	-	\$ 6,240.00	\$ -
TOTAL ESTIMATED COST			\$	-

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

PAVING				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Asphalt 1.5" SP 9.5	SY	7,451	\$ 11.25	\$ 83,823.75
6" Base	SY	-	\$ 13.45	\$ -
12" Stabilized Subbase	SY	-	\$ 4.02	\$ -
20' Wide Stabilized Access Road	SY	-	\$ 23.20	\$ -
Open Cut and Repair Asphalt	SY	-	\$ 66.40	\$ -
Type D Curb	LF	-	\$ 13.84	\$ -
Miami Curb	LF	-	\$ 14.88	\$ -
ADA Ramps	EA	13	\$ 304.80	\$ 3,962.40
Detactable Warning Surface	EA	13	\$ 480.80	\$ 6,250.40
Concrete Sidewalks, 4" Thick	SF	8,576	\$ 5.58	\$ 47,854.08
Concrete Driveways, 6" Thick	SF	645	\$ 7.01	\$ 4,521.45
Striping and Signage	LS	1	\$ 10,685.60	\$ 10,685.60
TOTAL ESTIMATED COST			\$	157,097.68

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

DRAINAGE				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Type "C" Inlet	EA	-	\$ 3,100.00	\$ -
U-Endwall	EA	-	\$ 2,592.00	\$ -
Curb Inlet	EA	-	\$ 4,720.00	\$ -
Control Structure	EA	-	\$ 4,000.00	\$ -
15" RCP	LF	-	\$ 40.96	\$ -
38"x60" RCP	LF	-	\$ 46.64	\$ -
24" RCP	LF	-	\$ 71.20	\$ -
38"x60" RCP	LF	-	\$ 272.80	\$ -
15" MES	EA	-	\$ 1,512.00	\$ -
18" MES	EA	-	\$ 2,296.00	\$ -
24" MES	EA	-	\$ 2,512.00	\$ -
38"x60" MES	EA	-	\$ 4,953.60	\$ -
TOTAL ESTIMATED COST			\$	-

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

WATER				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
6" PVC DR-18 Water Main	LF	-	\$ 34.24	\$ -
6" Gate Valve Assemblies	EA	-	\$ 2,040.00	\$ -
Fire Hydrant Assemblies	EA	-	\$ 4,520.00	\$ -
2" Blow-Off Assembly	EA	-	\$ 1,700.00	\$ -
Single Water Service	EA	-	\$ 800.00	\$ -
Double Water Service	EA	-	\$ 1,000.00	\$ -
Restrained Joint Fittings	LS	-	\$ 6,336.00	\$ -
6"x6" Tapping Sleeve and Valve	EA	-	\$ 6,096.00	\$ -
Connect to existing 2" Water Main	EA	-	\$ 1,000.00	\$ -
TOTAL ESTIMATED COST			\$	-

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

SEWER				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" PVC Mains SDR-26 (0' - 6' Deep)	LF	-	\$ 31.36	\$ -
8" PVC Mains SDR-26 (6' - 8' Deep)	LF	-	\$ 39.12	\$ -
8" PVC Mains SDR-26 (8' - 10' Deep)	LF	-	\$ 47.68	\$ -
8" PVC Mains SDR-26 (10' - 12' Deep)	LF	-	\$ 64.96	\$ -
Precast Manholes (0' - 6' Deep)	EA	-	\$ 3,984.00	\$ -
Precast Manhole (6' - 8' Deep)	EA	-	\$ 4,896.00	\$ -
Precast Manhole (8' - 10' Deep)	EA	-	\$ 5,984.00	\$ -
Sanitary Sewer Laterals	EA	-	\$ 1,000.00	\$ -
TOTAL ESTIMATED COST			\$	-

Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)

**THE VINEYARDS
ENGINEER'S ESTIMATE OF CONSTRUCTION COSTS**

LANDSCAPE				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Landscape	LS	0	\$ 60,000.00	\$ -
Irrigation	LS	0	\$ 30,000.00	\$ -
Well	LS	0	\$ 7,500.00	\$ -
Sod Project Slopes	SY	6488	\$ 3.20	\$ 20,761.60
Seed and Mulch	SY	21404.5	\$ 0.41	\$ 8,775.85
TOTAL ESTIMATED COST			\$	29,537.45

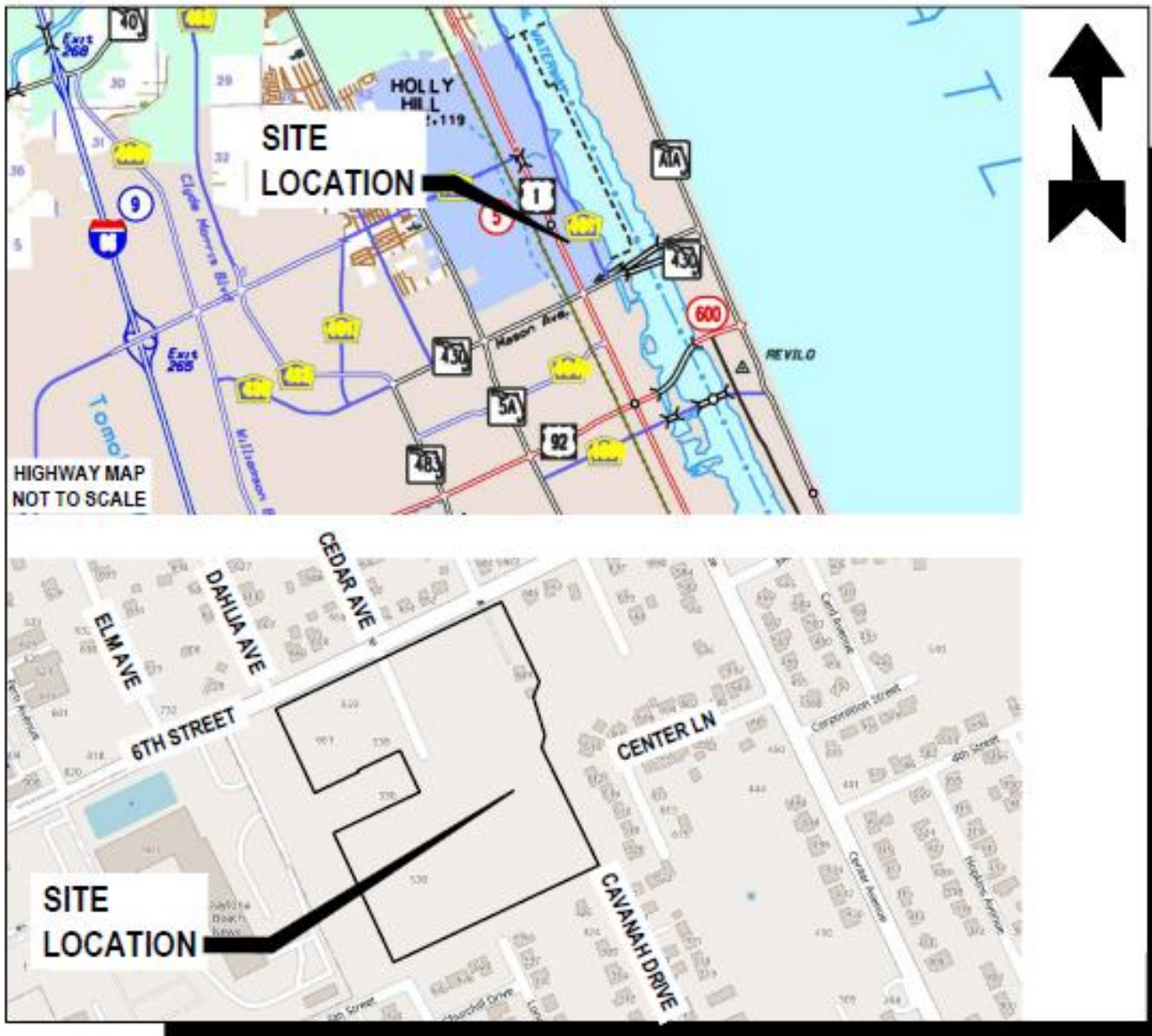
Attachment: Cost Estimate to Complete Infrastructure (4323 : Vineyards Final Plat)



AERIAL MAP

SCALE: 1" = 300'

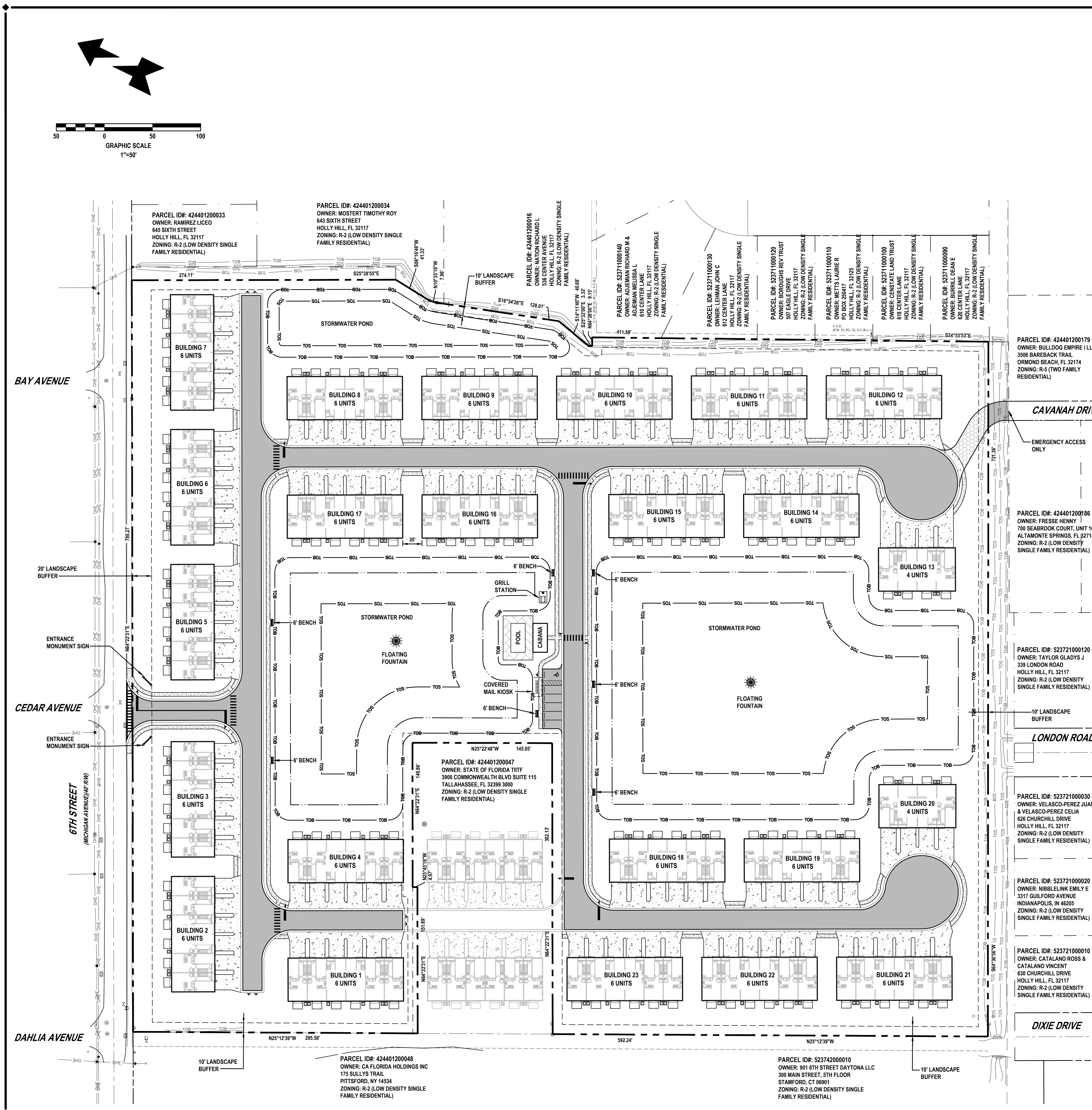
Aerial Map



LOCATION MAP

SCALE: 1" = 500'

Location Map



SITE DEVELOPMENT USAGE

1. SETBACK:	BUILDING	LANDSCAPE
FRONT (6TH ST)	25 FEET	20 FEET
REAR	10 FEET	10 FEET
SIDE	0 FEET	10 FEET
SIDE CORNER	10 FEET	10 FEET
MAXIMUM BUILDING HEIGHT	30 FEET	
MAXIMUM BUILDING COVERAGE	30%	
MAXIMUM IMPERVIOUS	50%	
MINIMUM BUILDING SEPARATION	20 FEET	

2. PROPOSED SITE COVERAGE:

PROPOSED SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDINGS	121,060	2.779	19.5%
PAVEMENT	124,895	2.867	20.1%
SIDEWALK / PADS	19,598	0.450	3.2%
GREEN SPACE	355,133	8.153	57.2%
TOTAL SITE	620,676	14.249	100.0%
COMMON OPEN SPACE	196,663	4.515	31.7%
TOTAL IMPERVIOUS	265,543	6.096	42.8%
TOTAL PERVIOUS	355,133	8.153	57.2%

PROPOSED BUILDING COVERAGE: 19.5%

3. DENSITY

134 UNITS / 14.25 ACRES = 9.40 UNITS PER ACRE (GROSS DENSITY)
134 UNITS / 10.14 ACRES = 13.21 UNITS PER ACRE (NET DENSITY)

4. PARKING REQUIREMENTS

2 SPACES PER UNIT x 134 UNITS = 268 SPACES
TOTAL REQUIRED PARKING = 268 SPACES

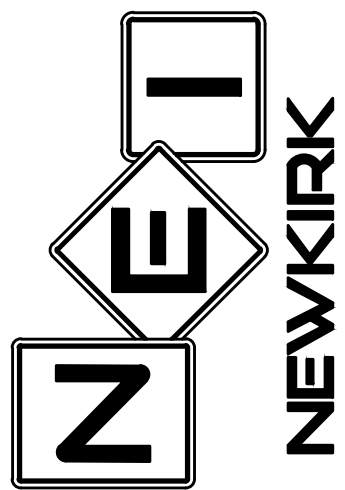
5. PARKING PROVIDED

UNIT DRIVEWAY	268	65.7
UNIT GARAGE	134	32.8
POOL ACCESSIBLE	1	0.3
POOL STANDARD	5	1.2
TOTAL PARKING PROVIDED	408	100.0

REVISIONS

DATE	DESCRIPTION

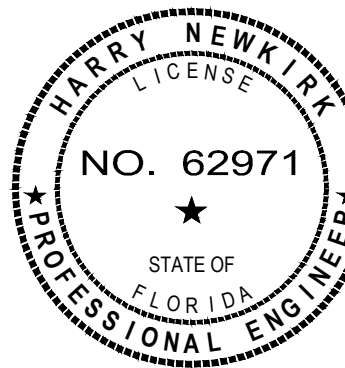
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 2600584
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



OVERALL SITE PLAN
VINEYARD
649 6TH STREET
HOLLY HILL, FL 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON



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PROJECT No:	2022-86
DATE:	JUNE 2022
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 50'
DRAWING NUMBER	

BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

GENERAL NOTES:

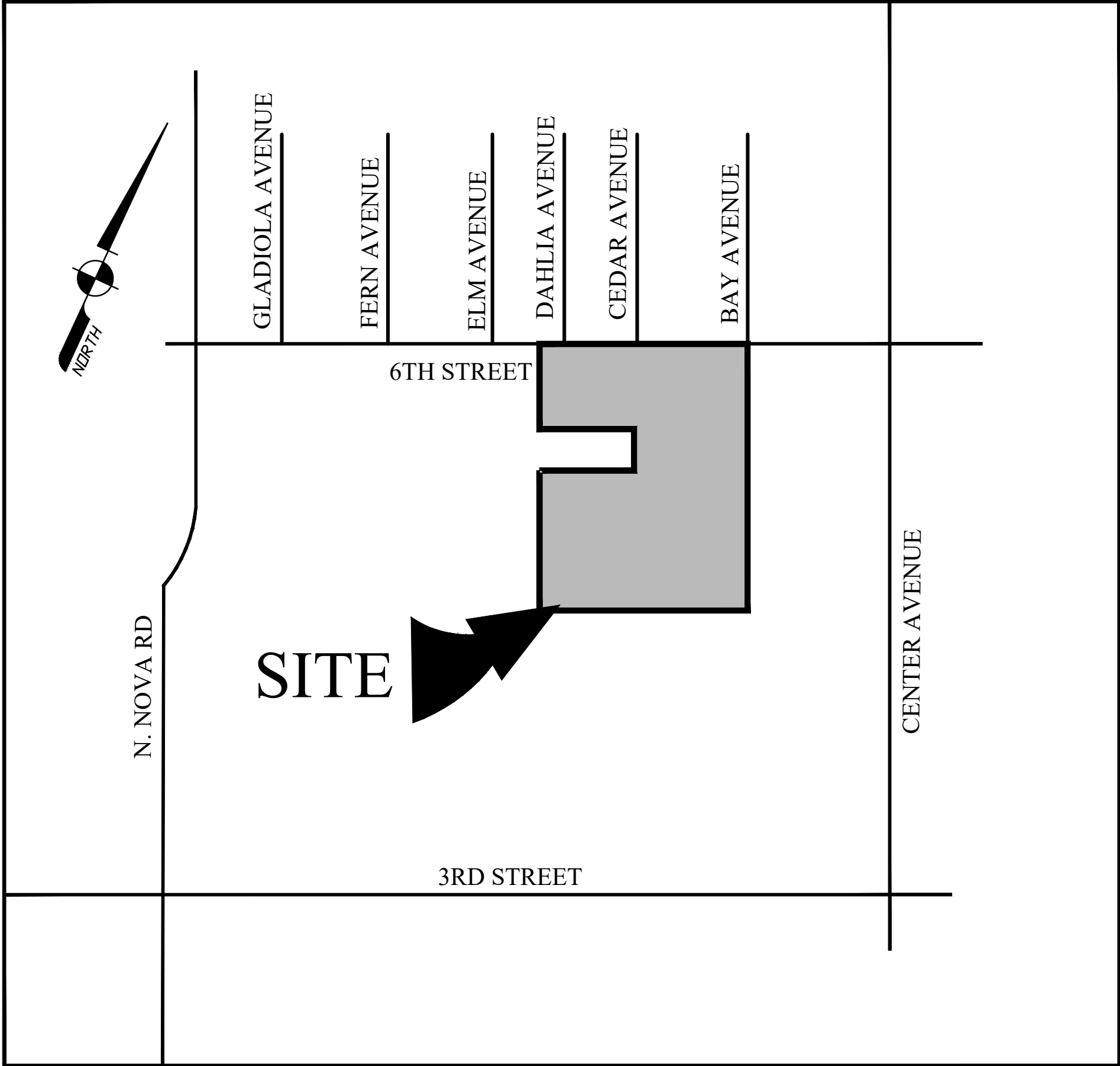
1. BEARING STRUCTURE ASSUMED (N 64° 22' 31" E) ALONG THE NORTH LINE OF LOT 1, BLOCK 16, FOR ANGLE MEASUREMENT ONLY.
2. LAND DESCRIPTION WAS PROVIDED BY CLIENT. IT IS IN ACCORD WITH OFFICIAL RECORDS BOOK 6662, PAGE 4670, PUBLIC RECORDS OF VOLUSIA COUNTY RECORDS. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 30' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
5. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) REPLAT OF UNIT NUMBER ONE HOME ACRES, M.B. 11, PG. 64, V.C.R.
B.) HALIFAX MEDIA, M.B. 58, PGS 154-159, V.C.R.
C.) MASON & CARSWELL'S HOLLY HILL, M.B. 2, PG. 90, V.C.R.
D.) WOLFF SUBDIVISION, M.B. 25, PG. 52, V.C.R.
E.) AA WILBERT BOUNDARY SURVEY.
6. DATA SOURCES:
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A CITY OF DAYTONA BEACH DESIGNATION: DM 2604, ELEVATION 12.09 FEET (NAVD 1988).
7. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
8. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
9. LIMITATIONS:
A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.
B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.
C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).
D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.
E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.
F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.
G.) TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
10. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF HOLLY HILL, FLORIDA NUMBER 125136, PANEL NUMBER 12127 C 0356 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "X" AND FLOOD ZONE A.
11. ABBREVIATIONS: BM = BENCHMARK; BTTM = BOTTOM; (C) = CALCULATED; C.L.F. = CHAIN LINK FENCE; CM = CONCRETE MONUMENT; CMP = CORRUGATED METAL PIPE; CONC = CONCRETE; (D) = DEED; FD = FOUND; ID = IDENTIFICATION; IR = IRON ROD; IR/C = IRON ROD & CAP; IP = IRON PIPE; INV = INVERT; LB = LICENSED BUSINESS; (M) = MEASURED; M.B. = MAP BOOK; O.R.B. = OFFICIAL RECORDS BOOK; (P) = PLAT; PG(S) = PAGE(S); PSM = PROFESSIONAL SURVEYOR & MAPPER; PVC = POLYVINYL CHLORIDE; RCP = REINFORCED CORRUGATED PIPE; R/W = RIGHT-OF-WAY; TOB = TOP OF BANK; TOS = TOE OF SLOPE; V.C.R. = VOLUSIA COUNTY RECORDS.

LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISON, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,675 SQUARE FEET (14.249 ACRES), MORE OR LESS.



LOCATION SKETCH
NOT TO SCALE

LEGEND

-
- BACK FLOW PREVENTOR VALVE
-
- BENCHMARK
-
- CABLE TELEVISION RISER
-
- CATCH BASIN
-
- CLEAN OUT
-
- CONCRETE UTILITY POLE
-
- CONCRETE UTILITY POLE WITH LIGHT
-
- CURB INLET
-
- ELECTRIC METER
-
- ELECTRIC RISER
-
- ELECTRIC SERVICE BOX
-
- EXISTING ELEVATION
-
- FIRE HYDRANT
-
- MAIL BOX
-
- GUY ANCHOR
-
- OVERHEAD WIRES
-
- SANITARY MANHOLE
-
- SEWER VALVE
-
- SIGN (UNLESS NOTED)
-
- UNDERGROUND FIBER OPTIC MARKER
-
- WATER METER
-
- WATER VALVE
-
- WELL
-
- WOOD UTILITY POLE
-
- WOOD UTILITY POLE WITH LIGHT

TREE LEGEND

-
- ASH
-
- CEDAR
-
- HACKBERRY
-
- OAK
-
- PALM
-
- 12" DENOTES 12" DIAMETER TRUNK (TYPICAL)

NOT VALID WITHOUT
SHEETS 1 THRU 3

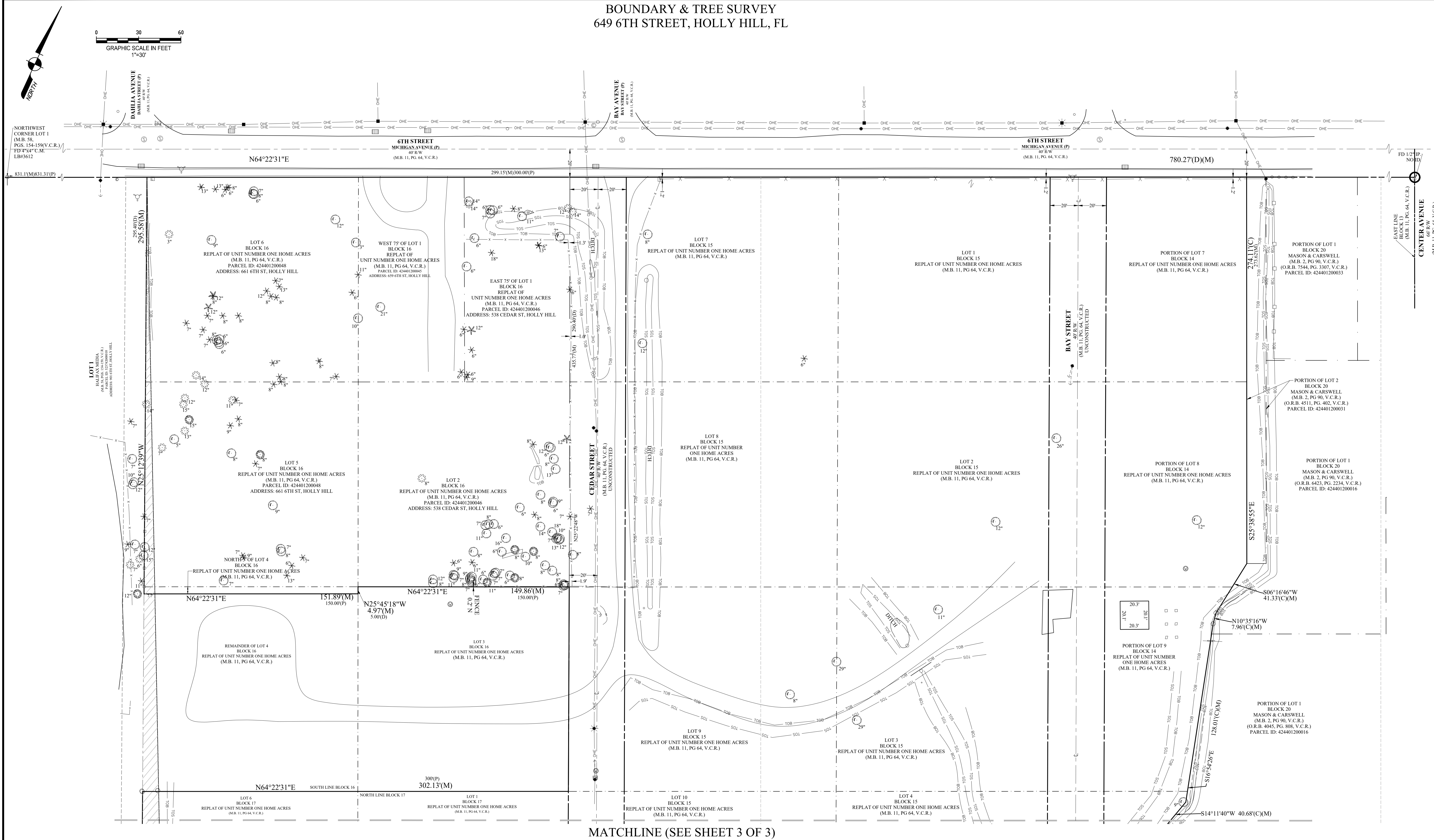
SHEET SU-1

CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE
	REVISIONS:
Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22	SITE ADDRESS: PROJECT:
Field Book: 19 Page: 30 Scale: 1" = 30'	649 6TH ST, HOLLY HILL, FL 22-24

Professional Surveyor

SURVEYING, INC.
Residential Commercial Construction
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

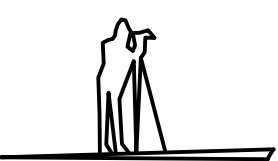
BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL



MATCHLINE (SEE SHEET 3 OF 3)

SHEET SU-2

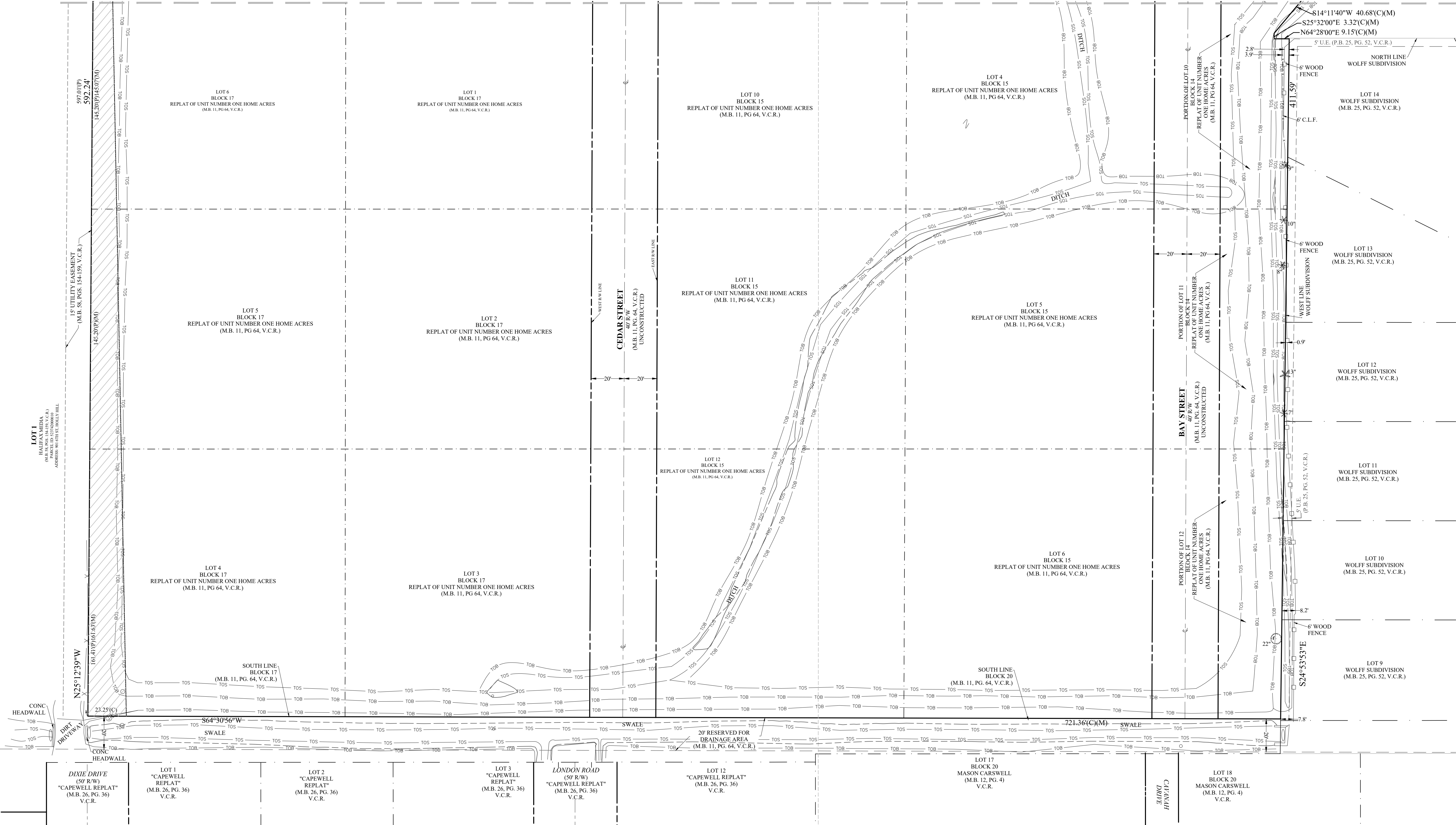
CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE
	REVISIONS:
Field Work by: TE Date: 04/27/22 Office Work by: KB Date: 04/27/22	SITE ADDRESS: PROJECT:
Field Book: 19 Page: 30 Scale: 1"=30'	649 6TH STREET, HOLLY HILL, FL 22-24


Professional Surveyor
S
URVEYING, INC.
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555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

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BOUNDARY & TREE SURVEY
649 6TH STREET, HOLLY HILL, FL

MATCHLINE (SEE SHEET 2 OF 3)



SHEET SU-3

CERTIFIED TO:	TYPE OF SURVEY: BOUNDARY & TREE	
	REVISIONS:	
Field Work by: TE	Date: 04/27/22	Office Work by: KB
Field Book: 19	Page: 30	Scale: 1"=30'
SITE ADDRESS: 649 6TH ST, HOLLY HILL, FL		PROJECT: 22-24



NOT VALID WITHOUT
SHEETS 1 THRU 3

This instrument prepared by
and after recording return to:

Brian M. Jones, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE VINEYARDS TOWNHOMES.

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE VINEYARDS TOWNHOMES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VINEYARDSTOWNHOMES (this “**Declaration**”) is made this ____ day of _____, 2023 by **THE VINEYARDS TOWNHOMES, LLC**, a Florida limited liability Company (the “**Declarant**”) (as further defined below) whose post office address is 123 Magnolia Ave. Daytona Beach, FL, 32114 and is joined in by **THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (“**Association**”) whose post office address is _____.

RECITALS:

A. Declarant owns the real property described in the plat for The Vineyards Townhomes Homeowners Association, as recorded in Plat Book **_____, Pages **_____ through **_____, inclusive, of the Public Records of Volusia County, Florida.

B. The Property is a proposed residential community known as “**The Vineyards Townhomes**” (the “**Development**”).

C. Declarant is the developer of the “**community**” (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant has incorporated the Association, which Association will be conveyed title to certain Property, and which Association will be delegated the powers of and responsibility for maintaining and administering certain Property and Improvements, administering and enforcing this Declaration and the other Association Documents, and collecting and disbursing the monies derived from the Assessments hereafter levied.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that this Declaration encumber the Property and such Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Some of the definitions set forth in the Association Documents may contain terms, conditions, and provisions that are necessary for: (i) the proper interpretation of the Association Documents; and (ii) to fully understand the Members’ rights, privileges, responsibilities, duties, liabilities, and obligations under the Association Documents and under the Association Act. Capitalized terms used above or herein that are not defined in this Article I

shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

A. **“ADDITIONAL PLAT”** shall mean the plat of any Additional Property; provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County in accordance with this Declaration. **“Additional Plat”** shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

B. **“ADDITIONAL PROPERTY”** shall mean any real property (other than the Property) that may be submitted by Declarant or any third party authorized by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration by the fee owner thereof. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term **“Property”** as used herein shall also include the Additional Property.

C. **“AMENDMENT(S)”** shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the **“First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Community”** and each of which shall be properly adopted pursuant to the terms of the Association Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. **“Amendment(s)”** shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

D. **“ANNUAL ASSESSMENTS”** shall mean and refer to the assessments levied annually by the Association pursuant to the Homeowner Association Act, Chapter 720, Florida Statutes **“Association Act”** and the **“Budget”** (as that term is defined in Section 6.03(a) of this Declaration).

E. **“ARCHITECTURAL REVIEW BOARD”** or **“ARB”** shall mean the committee created pursuant to Article VII hereof.

F. **“AREA(S) OF COMMON RESPONSIBILITY”** shall mean and refer to any land or Improvement located in or near the Property which is not intended to be owned by the Association, but which is intended to be improved, maintained, or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

(1) **Rights of Way and Entrance Area.** Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair and replace to the

extent determined by the Board, the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other improvements from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any recorded Plat;

(2) **Street Lighting**. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of Street lighting for the Property and any Areas of Common Responsibility; and

(3) **Easements**. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Townhome, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's Townhome, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

G. **"ARTICLES"** shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, as such Articles may be amended from time to time.

H. **"ASSESSMENTS"** shall mean and include: (i) Annual Assessments or charges; (ii) "Special Assessments" (as that term is defined in Section 6.04(a) of this Declaration); (iii) "Individual Assessments" (as that term is defined in Section 6.04(b) of this Declaration); (iv) if required to be paid pursuant to the terms hereof or hereafter required by the Board from time to time, a one-time only start-up assessment ("**Start-Up Assessment**"); (v) assessments or amenity fees permitted pursuant to the Association Act; and (vi) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, and on appeal.

I. **"ASSOCIATION"** shall mean and refer to THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, pursuant to the Articles, filed in the Office of the Secretary of State of the State of Florida, as amended by any amendments thereto, and which Association is responsible for the

maintenance, preservation and architectural control of the Community as provided in this Declaration.

J. **“ASSOCIATION DOCUMENTS”** shall mean in the aggregate this Declaration, the Articles and the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

K. **“ASSOCIATION PROPERTY”** shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration, for the common use and enjoyment of the Owners within the Community, together with landscaping and any other Improvements thereon, including, without limitation, the Stormwater Management System, the Utility Systems, all structures, gatehouses, open spaces, private streets, asphalt bike paths, horse trails, sidewalks, irrigation facilities, decorative street lights, perimeter fence, entry or other lighting, if any, and entrance features, buffer tracts, monument walls, site walls, gazebos, retaining walls, fountains, littoral plantings and decorative street signs, but excluding any public utility installations thereon.

L. **“BLOCK”** shall mean and refer to any group of adjacent Lots constituting a block as depicted on any Recorded Plat, including any improvements from time to time constructed, erected, placed, installed or located thereon. If applicable, a Block may be considered Limited Common Area.

M. **“BOARD”** shall mean the governing board of director body of the Association.

N. **“BUILDER”** or **“HOMEBUILDER”** shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Townhomes thereon in the ordinary course of such person’s or entity’s business; or (2) the business of constructing Townhomes thereon, in the ordinary course of such person’s or entity’s business, for later sale to bona fide Third-Party Purchasers that is not a Builder or an affiliate of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

O. **“BYLAWS”** shall mean the Bylaws of the Association, which have been or will be adopted by the Board, an initial copy of which is attached hereto as **Exhibit “C”** and incorporated herein by this reference, as such Bylaws may be amended from time to time.

P. **“COMMON AREA(S)”** or **“COMMON PROPERTY”** shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Without limiting the generality of the foregoing, the Common Area tracts depicted or defined in the Plat shall be Common Property. Common Property shall include, but

not be limited to, easement areas which are held by the Association as grantee. Additional Property may contain Common Property, but no commitment is made that any Additional Property will in fact contain Common Property. The definition of “Common Area” and “Common Property” shall also include the definition of “common area” defined in the Association Act.

Q. “COMMON EXPENSE” shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Property, the Areas of Common Responsibility, and enforcing the provisions of the Association Documents, shall be done at Common Expense.

R. “COMMUNITY” shall mean that planned residential development planned to be developed in stages on the Property in the County, which encompasses the Property and is intended to comprise approximately one hundred thirty-six (136) residential Townhomes or other residential unit types, as may be approved by the County and also encompasses the Association Property. the Community will consist of the land set forth in Exhibit “A”, attached hereto and made a part hereof, and may be expanded by the recording of one or more Supplemental Declaration(s).

S. “COMMUNITY DEVELOPMENT DISTRICT”: As defined in Chapter 190 of the Florida Statutes.

T. “CONSERVATION EASEMENT”: As defined in Article IV, Section 4.09 hereof.

U. “CONSERVATION EASEMENT AREA(S)” shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement pursuant to the provisions of Article IV, Section 4.09 hereof.

V. “COUNTY” shall mean Volusia County, Florida.

W. “DECLARANT” shall mean and refer **The Vineyards Townhomes, LLC** a Florida limited liability whose post office address is 123 Magnolia Ave. Daytona Beach, Florida, 32114 , and any successor or assign thereof to which Declarant specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, recorded in the Public Records of the County. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property such assignment is applicable. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly assumed by the subsequent Declarant, and any prior Declarant shall not be liable for any subsequent default or obligations incurred by any subsequent Declarant. An Owner shall not, solely by the purchase of a Townhome and/or Lot, be deemed a successor or assign of Declarant under the Association Documents unless such

Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

X. **"DECLARATION"** shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments thereto, which may be recorded amongst the Public Records in accordance with this Declaration.

Y. **"DIRECTOR"** shall mean a member of the Board.

Z. **"DISTRICT"** shall mean the South Florida Water Management District.

AA. **"DRAINAGE PERMIT"** shall mean and refer to any permits, and any successor permits, issued by the District or the County for the construction, operation, and maintenance of the Stormwater Management System on the Property.

BB. **"GOVERNMENTAL AUTHORITY(IES)"** shall mean and refer to any federal, state or local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over or concerning the Development, the Property, the Community, the Areas Common Responsibility, the Association, the Members and/or the Owners, including, but not limited to, the local government.

CC. **"IMPROVED LOT"** shall mean a Lot on which the construction of any Townhome has been completed and for which Townhome a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

DD. **"IMPROVEMENT"** shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Community, including, without limitation, buildings, walkways, horse trails, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights and signs.

EE. **"INSTITUTIONAL MORTGAGE"** shall mean a mortgage held by an Institutional Mortgagee on any Property within the Community.

FF. **"INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER"** shall mean any lending institution owning a first mortgage encumbering any Townhome or Lot within the Community, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any **"secondary mortgage market institution,"** including the Federal National Mortgage Association (**"FNMA"**), Government National Mortgage Association (**"GNMA"**), Federal Townhome Loan Mortgage Corporation (**"FHLMC"**) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and

which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

GG. “**INTEREST**” shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

HH. “**LEGAL FEES**” shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment, bankruptcy and probate proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and post-judgment, bankruptcy and probate proceedings.

II. “**LIMITED COMMON AREA**” means any and all real and personal property, easements, improvements, facilities and other interest, if any, as more particularly described in Article IV, Section 4.04 hereof, which are reserved for the use of Owner(s) of certain Lots to the exclusion of other Owner(s) and/or other Lots.

JJ. “**LIMITED COMMON EXPENSE(S)**” shall mean and refer to Common Expenses with respect to any Limited Common Area.

KK. “**LOT**” shall mean and refer to any parcel of land within the Community as shown on the Plat or any Additional Plat upon which a Townhome is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within the Community that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

LL. “**MEMBERS**” shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

MM. “**MONETARY OBLIGATION**” shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Governing Documents, the Rules and Regulations, or under the Association Act.

NN. “**OWNER**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, and includes Declarant for as long as Declarant owns fee simple title to a Lot within the Community, but excluding therefrom those having such interest as security for the performance of an obligation.

OO. “**PARTY WALL**” shall mean and refer to a structural, fire rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

PP. **“PERMIT”** shall mean and refer to General Environmental Resource Permit No. 49-105485-P issued by the District.

QQ. **“PLAT(S)”** shall mean the recorded Plat of The Vineyards Townhomes, as recorded in Plat Book _____, Pages _____ through _____, inclusive, Public Records of _____ County, Florida. In the event an Additional Plat is recorded in the Public Records of the County, then the term **“Plat”** as used herein shall also mean the Additional Plat or Plats.

RR. **“PROPERTY”** shall mean the real property more particularly described in Exhibit “A” attached hereto and incorporated herein (**“Initial Property”**) and Additional Property, if any, which is submitted to and encumbered by this Declaration.

SS. **“PUBLIC RECORDS”** shall mean the public records of the County.

TT. **“RULES AND REGULATIONS”** shall mean the use restrictions, rules, and regulations governing the use of and activities on the Lots and the Association Property, as they may be amended from time to time. The initial Rules and Regulations as of the date hereof are set forth in **Exhibit “D”** attached hereto and made a part hereof.

UU. **“SERVICE AREA”** shall mean and refer to each group of Townhome Lots and Townhomes that share a common continuous building structure connected by Party Walls or containing Townhomes constructed on such Townhome Lots. If applicable, Service Area may also refer to the Townhome Lots and Townhomes located in a Block.

VV. **“SPECIAL ASSESSMENT”** shall mean the assessment set forth in Section 6.04(a) hereof.

WW. **“STREETS”** shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on any recorded Plat, and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, conveyed or dedicated to the local government or other appropriate Governmental Authority or quasi-governmental entity.

XX. **“STORMWATER MANAGEMENT SYSTEM”** shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

YY. **“SUPPLEMENTAL DECLARATION”** shall mean any instrument executed by the owner of any Property, which, when recorded in the Public Records of the County, shall commit such Property to the provisions of this Declaration, and shall be the only method of committing such Property to the provisions of this Declaration. Property not owned by the Declarant may not be committed to the provisions of this Declaration by Supplemental Declaration without the prior express written authorization of the Declarant. A Supplemental

Declaration may also add additional restrictions, declare certain properties to be or not to be Association Property, or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant, but such joinder shall not be required to make any such Supplemental Declaration effective, unless expressly provided herein. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby. Supplemental Declarations shall be numbered consecutively beginning with the Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for The Vineyards Townhomes.

ZZ. **"THIRD PARTY PURCHASERS"** shall mean a purchaser that is not a Builder or a successor Declarant of a Lot or Townhome in the Community.

AAA. **"TOWNHOME"** shall mean a residential Townhome unit constructed within the Community, within a Townhome Building.

BBB. **"TOWNHOME BUILDING"** shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

CCC. **"TURNOVER"** shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.

DDD. **"TURNOVER MEETING"** shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

EEE. **"UTILITY SYSTEMS"** shall mean and refer to any and all Property, real and otherwise, utilized to furnish potable water, non-potable water, sanitary sewer, and reuse water, if so provided, to the Owners and residents of the Property, in addition to the Association Property and common areas within the Property. Utility Systems shall include all mechanical and electronic equipment and systems utilized to provide water and sewer services to the Property, including but not limited to piping, lift stations, water treatment plants, sewer treatment plants and sprayfields, and reuse facilities; provided, however, Utility Systems shall not include any portion of any system to provide utilities that is located within the boundaries of an individual Lot, from the terminus of the meter(s) for the individual Lot. The Utility System shall stop on each Lot at the exit flow from the meter(s) for such Lot.

ARTICLE II

DESCRIPTION OF THE COMMUNITY

Section 2.01 Initial Property. The Initial Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

Section 2.02 Additional Property. Declarant shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in the vicinity of the Initial Property, at any time and from time to time within twenty (20) years after the Effective Date (the “**Potential Additional Property**”). Unless and until annexed, this Declaration shall not encumber or bind in any way any of the Potential Additional Property. Except as provided in Article XIII hereof, annexation of any or all of the Potential Additional Property as Additional Property may be accomplished by Declarant without the consent of the Association, the Owners, the Members, any mortgagee or other lien holder, or anyone else.

Section 2.03 Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to the Additional Property. The Supplemental Declaration shall describe the Potential Additional Property annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the Additional Property then being annexed, or of the housing or development approaches being implemented with respect to such Additional Property. Upon the recordation of any Supplemental Declaration in the Public Records, the Owners shall also have: (i) a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, located on the Additional Property; and (ii) the obligation, as a Common Expense, to contribute to the cost of operating, management, maintaining, repairing, operating, administrating, replacing, insuring and improving: (a) the additional Common Property located within the Additional Property; and (b) any additional Areas of Common Responsibility located within the vicinity of the Additional Property. Any Supplemental Declaration recorded in the Public Records in accordance with the terms hereof shall be conclusive in favor of all persons who rely on such Supplemental Declaration in good faith. From and after recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 2.04 Withdrawal. Declarant reserves the right to unilaterally amend this Declaration at any time and for any reason for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Property) without notice and without the consent of any person or entity whatsoever, other than the owner of the portion of the Property to be withdrawn or the District, if consent by the District is required; provided, however, that no such withdrawal may impair vehicular or other access to any Lot as established by the applicable recorded Plat.

Section 2.05 Townhome Community.

A. Declarant intends that the Property be approved and developed as a Community of Townhomes. As such, each residence must be a Townhome, with at least one (1) Party Wall, and located within a Townhome Building.

B. At the option of Declarant, or the Association following Turnover, reclaimed water provided for irrigation to the Townhome Lots may be provided through a master meter at the Property, Townhome Building, or Service Area level, controlling the flow of such reclaimed

water to the entire Property, Townhome Building, or Townhome Lots within such Service Area, respectively, and all costs, fees, and expenses incurred by the Association for such reclaimed water service may be allocated and assessed only to the subject Townhome Building or Service Areas and deemed Limited Common Expenses incurred in connection with such Townhome Building or Service Areas, all as reasonably determined by the Declarant or Association from time to time, as the case may be.

C. BY VIRTUE OF ACCEPTING TITLE TO ANY TOWNHOME LOT AND TOWNHOME CONSTRUCTED OR TO BE CONSTRUCTED THEREON, EACH OWNER SHALL BE ON NOTICE THAT: (I) PUNCTURING OR OTHERWISE DAMAGING ANY PARTY WALL OR STRUCTURAL APPURTENANCE THERETO WILL IMPAIR, AT MINIMUM, THE FIRE-WALL FUNCTION OF SUCH PARTY WALL, AND MAY IMPACT, MINIMALLY OR MORE SIGNIFICANTLY, THE STRUCTURAL INTEGRITY AND GENERAL SAFETY OF THE SUBJECT TOWNHOME BUILDING AND THE TOWNHOMES LOCATED THEREIN; AND (II) EACH OWNER AND OCCUPANT OF A TOWNHOME IS EXPRESSLY PROHIBITED FROM DIRECTLY OR INDIRECTLY (INCLUDING, BUT NOT LIMITED, THROUGH TENANTS, CONTRACTORS, TRADESMAN, OR OTHERWISE) PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING IN ANY WAY ANY PARTY WALLS IN ANY MANNER WHATSOEVER, UNLESS HAVING FIRST OBTAINED THE ASSOCIATION'S EXPRESS WRITTEN CONSENT AND THEREAFTER COMPLYING STRICTLY WITH THE TERMS, CONDITIONS, AND PROVISIONS OF ANY SUCH WRITTEN CONSENT. EACH OWNER SHALL FOREVER HOLD HARMLESS AND INDEMNIFY DECLARANT, THE BOARD, THE ASSOCIATION, AND ALL OTHER OWNERS FROM ANY AND ALL LOSS, CLAIM, LIABILITY, EXPENSES, CAUSES OF ACTION OR DAMAGES WHATSOEVER CONNECTED WITH SAID OWNER'S DIRECT OR INDIRECT PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING, IN ANY WAY, ANY PARTY WALL IN VIOLATION OF THIS PARAGRAPH.

ARTICLE III

CONVEYANCE OF ASSOCIATION PROPERTY

Section 3.01 Title To The Association Property. To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Upon the completion of construction of a Townhome on each Lot located within the Property and any Additional Property to be added by Declarant, or at such earlier time determined by Declarant, in Declarant's sole discretion, the Declarant or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens, and the Association shall accept such conveyance, holding title for the Owners as aforementioned. Such conveyance shall be subject to any real estate taxes and assessments due with respect to such Association Property from and after the date of recording this Declaration; any covenants, conditions, restrictions, permits, reservations and limitations then of record; the easements herein set out; any zoning ordinances then applicable; and this Declaration, as the same may be amended from time to time.

Section 3.02 Acceptance of Association Property. At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept such Property and the personal property, if any, and Improvements appurtenant thereto. The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto.

The Association shall accept any such conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way the Declarant's rights and easements as set forth in this Declaration.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses, provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date of conveyance to the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PROPERTY

Section 4.01 Easements. The Association, Declarant and each Owner shall each have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

A. Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Property for all lawful purposes; and

B. Rights to connect to, maintain and make use of Utility Systems, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Property, but only in accordance with all laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

C. Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area

within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Townhome which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. The exercise of these rights and interests shall be subject to and subordinate to the terms and provisions of the Declaration, the Articles, the Bylaws, any recorded Plats, the Rules and Regulations, and applicable laws.

Section 4.02 County Easements. The County is hereby granted and shall have a perpetual non-exclusive easement over: (i) to the extent the Community includes private roads, the private roadway easement area for access thereto to operate, maintain, or repair any utilities located under said private roadway easement area; and (ii) Common Area tracts for access thereto to operate, maintain, or repair any utilities located under said Common Area. In addition to the foregoing, the County, as a granted perpetual non-exclusive easement, shall be entitled to access and use any utility easements for maintenance and repair of any utilities on or about the Property. The granting of the foregoing easements or any others herein, or via the Plat, to the County does not impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the system unless otherwise stated herein or thereon.

Section 4.03 Title to Common Property. In accordance with the requirements set forth in Section 4.03, Declarant shall convey to the Association or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Section 4.08, dedicate to the local government for the uses and purposes set forth in this Declaration or in any Plats, fee-simple title in and to the Common Property, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Plats, this Declaration and any easements or matters recorded in the public records prior to such conveyances to the Association. Once conveyed to the Association, the Common Property may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

Section 4.04 Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned. Declarant reserves the right in its sole discretion to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other

things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at Limited Common Expenses.

Section 4.05 Extent of Easements. The rights and easements in and around the Common Area created in this Article IV shall be governed by the following:

A. Subject to any rights of Declarant, Builders and the Owners set forth in this Declaration, except as to any part of the Common Property that is required to be conveyed to local government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Property;

B. Declarant, until conveyance of fee-simple title to the Association, and the Association thereafter, may reserve unto itself or grant or dedicate to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Property for installation, use, maintenance, repair, replacement, and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No Improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

E. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation, or transfer.

F. The right of the Association to, without any vote of the Owners, to grant easements and rights of way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property.

G. The right of Declarant, Declarant's affiliates, Builders and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of

the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

H. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's and/or Builders' development and construction of the Community and Townhomes therein).

I. Declarant's rights reserved in this Declaration;

J. Matters shown in the Public Records or on any recorded Plats; and

K. Applicable laws.

Section 4.06 Additional Easements over Common Property.

A. Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Property, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Stormwater Management System and the Conservation Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction, (for the purposes of this Section the term "construction" shall be construed in the broadest terms to include all construction activities and related and ancillary activities necessary, desirable, economical, effective, or desirable for construction of Improvements within the Community), sales and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Property or any easements as shown on any recorded Plats or as otherwise properly

established. The easements and rights-of-way herein reserved: (y) shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the local government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder, contractor or other party who purchases or hold the title to property for the purpose of constructing a Townhome thereon for resale.

Section 4.07 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

Section 4.08 MSTU/MSBU. Declarant or the local government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as “**MSTU/MSBU**”), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may established to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the local government of any of the Common Property, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable recorded Plat, which may or may not include a requirement that ownership of the affected lands and Improvements be transferred to the local government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

Section 4.09 Conservation Easement Area(s). Pursuant to and as and to the extent required by the Permit, the District, or any Governmental Authority, from time to time, Declarant will record in the Public Records, one or more conservation easements (collectively, “**Conservation Easement**”), in favor of the District or any applicable Governmental Authority over, across, and upon certain portions of the Property. The precise metes and bounds legal description of the portions of the Property encumbered by a Conservation Easement shall be as specifically set forth in the subject Conservation Easement (all such portions of the Property that are or become encumbered by a Conservation Easement shall hereinafter be referred to as “**Conservation Areas**”). Upon establishment of any Conservation Easement, the Conservation Areas shall be subjected to the restrictions set forth in the subject Conservation Easement. The Conservation

Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state, except as specifically provided in the subject Conservation Easement. Furthermore, the use and development of the Conservation Areas shall be restricted as set forth in the subject Conservation Easement. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System may be located entirely within Lots.

Section 4.10 Conservation Easement Maintenance. The private access easements and private drainage easements encumbering any Common Areas, along with all private access and drainage easements encumbering any Common Areas or Lots, all as depicted and set forth on any recorded Plat, shall be perpetually maintained by the Association, at Common Expense, as Common Area pursuant to the terms hereof. The area of each Lot included within any private drainage easements encumbering said Lot, all as depicted and set forth on any recorded Plat, shall be maintained continuously by the Owner of the Lot, except as may be provided herein to the contrary. No structure, improvement, tree, landscaping, fence, or other material may be placed or permitted in any areas encumbered by any private access easements, private drainage easements, or private access and drainage easements, and no construction, clearing, grading or alteration to any such areas shall be permitted, that will or may interfere with or prevent the use of the subject easement for its express and intended purpose.

Section 4.11 Grant and Reservation of Easements. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

(1) **Utility and Services Easements.**

1. Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "**Utility Providers**"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "**Utility Lines and Systems**" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of any applicable governmental authorities (collectively, "**Utility Easements**"). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

2. For purposes of this Declaration, the term “**Utility Lines and Systems**” shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, Internet service, alarm systems and all utility infrastructure, machinery, and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

3. Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building (“**Benefitted Townhome Building**”), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

4. Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any and all service or repair providers, a perpetual blanket easement for the provision of utility services, installation, operation, maintenance, repair and replacement of all Utility Lines and Systems (“**Townhome Utility Easement(s)**”), which Townhome Utility Easement shall be located: (y) within the designated (or to be designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome; and (x) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to service said Townhome (through the Townhome’s garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

5. Declarant further reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefiting one or more Townhomes within the particular Townhome Building. To the extent the mounted systems, equipment, and meters are not located on Common Area, the owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers, and service or repair providers. The easements granted in this Section 4.11(1)5. are further subject to the rights and obligations set forth in Section 4.11(1)6., directly below.

6. As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and “daylighting” into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to Section 4.11(1)5., directly above, and as set forth in this Section 4.11(1)6., shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

7. No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

8. Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Article IV, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

(2) **Easement for Encroachment.** All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Townhome or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees. Such encroachment will likely constitute a violation of the County's regulations. The County does not expressly or by implication authorize such encroachment. This Section does not limit the County's ability to pursue all available remedies to prevent or remove such encroachments. The County will not permit or allow such encroachments into any easement of land dedicated to or owned by the public for utility, drainage or roadway purposes.

(3) **Easement to Enter Upon Lots and Townhomes.** An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

(4) **Easement for Roof Overhang.** An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a Townhome in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

(5) **Irrigation Easement.** An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

(6) **Plat Easement(s).** The Plat and/or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

Section 4.12 Access Easement. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads and driveways, if any, within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Builders, Declarant's employees, contractors and agents, Declarant's successors and assigns, the Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and the Owners.

Section 4.13 Assignments. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Townhome is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

Section 4.14 Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easements shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the subject easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

Section 4.15 Model Row. Declarant hereby reserves the right for Builders to construct and/or operate a "model row(s)" in the Community. The "model row(s)" may contain models for the Community or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across the roads within the Community as Declarant may determine in its sole discretion. In the event that Declarant or any Builders constructs a "model row(s)" in the Community, such "model row(s)" may be used for such period of time that Declarant or any

Builders determines to be necessary, in its sole judgment. Builders may use any model home(s) for a sales office and/or a construction office. By the Owner's acceptance of a deed for a Lot and Townhome in the Community, such Owner agrees and acknowledges that: (i) Declarant and Builders have a right to construct and/or operate a "model row(s)"; (ii) Declarant and Builders have an easement over the Community for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in the Community or other communities being developed by Declarant and Builders, as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant or Builders, including, without limitation, the carrying of signs, the posting of signs on Lots or Townhomes or other types of demonstrations in the Community or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of the Community by the other Owners, are detrimental to the value of the Townhomes within the Community, and interfere with Declarant's and/or its affiliates ability to conduct their respective business.

ARTICLE V

THE ASSOCIATION

Section 5.01 The Association; Directors; Officers; Meetings; Official Records.

A. **Association.** The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Association by virtue and authority of the Association Documents and applicable law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repairing, replacing, insuring and improvement of the Property, the Community, the Common Property, Limited Common Areas and all Areas of Common Responsibility. Neither the Articles, the Bylaws or any of the other Association Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association.

B. **Directors.**

(1) **Number.** At all times, the Board shall consist of at least (3) Directors, and shall always be an odd number. Prior to Turnover: (y) the Board shall consist of three (3) Directors unless Declarant, by notice to the Association, increases the Board; and (z) the number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least five percent (5%) of the total number of Lots within the

Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director.

(2) **Appointment; Election.** Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove, and recall all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove, or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove, and recall all such Directors, which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at least one (1) Director if fifty percent (50%) of the Lots in all phases of the Community, which will ultimately be operated by the Association, have been conveyed to Members other than Declarant. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section, need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of Florida or in a United States District, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(3) **Meetings.** A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules and Regulations expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the

Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

C. **Officers.**

(1) **General.** The officers of the Association (the “**Officers**”) shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent or deficit more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

(2) **President.** The “**President**” shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a Townhomeowners’ Association. He shall serve as chairman of all Board and Members’ meetings.

(3) **Vice President.** The “**Vice President**” shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

(4) **Secretary.** The “**Secretary**” shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Townhomeowners’ Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

(5) **Treasurer.** The “**Treasurer**” shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Townhomeowners’ Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

(6) **Removal.** Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

D. **Member Meetings.**

(1) **Annual Meetings.** The annual meeting of the Members of the Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers, or the Association.

(2) **Special Meetings.** Special meetings of the Members may be called by any one of the following persons or groups:

1. The President;
2. A majority of the Board of Directors;
3. Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;
4. After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or
5. The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

E. **Official Records.**

(1) Section 720.303(4) of the Association Act defines the "official records" of the Association. The official records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, by making the records available to an Owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month.

From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour.

Section 5.02 Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall automatically transfer to the new Owner the membership in the Association appurtenant to that Lot, without any further action required whatsoever of the Board, the Association, the old Owner or the new Owner.

Section 5.03 Voting Rights and Turnover of Association.

A. **Voting Rights.** The Association shall have two (2) classes of voting membership as follows:

(1) **Class "A".** "Class 'A' Members" or "Class A Members" shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(2) **Class "B".** The sole "Class 'B' Member" or "Class B Member" shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class "B" Member shall be allocated the number of votes equal to the total number of Class "A" Member votes, plus one (1). Class "B" Membership shall cease and become converted to Class "A" membership upon Turnover.

B. **Termination of Class "B" Membership.** The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

(1) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(2) At the Turnover Meeting.

C. **Turnover of Association.** Any other provision of this Article V to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Association Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Florida Statutes, Section 720.308, for a period of more than 2 years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the

U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "**Member(s) Other Than Declarant**" shall not include Builders, contractors or other parties who purchases or holds the title to a Lot for the purpose of constructing a Townhome thereon for resale.

D. **Turnover of Documents.** No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant SubSection 720.307(4) of the Association Act.

Section 5.04 Multiple Owners. When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party, or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners, or in any other manner of joint or common ownership, or if two or more persons or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the instrument, document, or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary of the Association or has been recorded in the Public Records, such Owner shall: (i) select one official representative to represent such Lot ("**Representative**"), which Representative shall be the only person, or party, or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot; and (ii) shall notify the Secretary of the Association in writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party, or entity asserting the right to vote on behalf of the subject Lot as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this paragraph.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01 Lien and Personal Obligation Nonpayment.

A. **Personal Obligation.** Declarant, for each Lot owned by it on the Property, and each Owner other than Declarant, by acceptance of fee-simple title to any Lot, whether or not it shall be so expressed in any deed or other conveyance of title to such Lot, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed, and enforced as herein provided and as permitted by the Association Act. Assessments shall be a charge and a continuing lien upon the Lot against which such Assessment is made, and

upon any Townhome located on said Lot, from and after the date on which such Assessment is due. Each Assessment shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment fell due. Declarant will never be obligated to pay any Individual Assessment or Start-Up Assessment.

B. **Assessment Lien.** If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Lot as to which the Assessment accrued, and upon any Townhome located thereon. The Association may record a lien against any Lot to secure payment of Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due (the "**Assessment Lien**"). Any Assessment Lien shall be prior to all other liens created except: (i) ad valorem real estate taxes and assessments levied by any Governmental Authority, (ii) the lien of any mortgage (expressly subject to the mortgagee's compliance with Florida Statutes, Section 720.3085(2)(c), and said mortgagee's payment of all unpaid Assessments resulting from said mortgagee's compliance with, or failure to comply with, said statute), and (iii) other liens which by law would be superior. To the fullest extent permitted by law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. Any Assessment Lien shall bind the Lot and any Townhome located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title of the Lot unless expressly assumed by them.

C. **Interest on Assessments.** If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Townhome located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association, acting on behalf of the Owners, shall have the right and power to bid for any Lot at any foreclosure sale and to acquire the same via foreclosure or a deed in lieu thereof and thereafter hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure or a deed in lieu thereof: (x) no right to vote shall be exercised on said Lot; (y) no Assessment shall be assessed or levied on said Lot; and (z) each other Lot shall be charged, in addition to its Assessments, its pro rata share of the Assessment that would have been charged the subject Lot had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Lot for unpaid Common Expenses, Assessments, and all costs, expenses, and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court, together with all other costs, expenses, and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

D. **Late Fees.** In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("**Late Fee**") not to exceed the greater of Twenty-Five and no/100 Dollars (\$25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

E. **Exempt Property.** The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Property; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands conveyed or dedicated to the local government or other Governmental Authority, any public or quasi-public utility company, or the public; (4) to the fullest extent permitted by the Association Act, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 6.08 hereof, and to the fullest extent permitted by the Association Act, Lots owned by a Builder during the time period that the Declarant subsidizes the Common Expense of the Association pursuant to Section 6.08 hereof. No other land or Improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Property or any Area of Common Responsibility, as applicable.

Section 6.02 Purpose; Powers. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Property and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility (as may be determined by the Board), and all easement areas benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; (j) operation, maintenance and replacement of the Stormwater Management System for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and

drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (l) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times, the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Association Documents or imposed upon it by law, have the following specific powers:

A. Except as may be limited by the terms of the Association Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Association Documents.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Association Documents or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

D. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to any limitations set forth in the Association Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Association Documents or the Association Act.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Association Documents and the Association Act; provided, however, that any such employment

contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section.

H. To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of the Association Documents and the Rules and Regulations, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Association Documents.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSBUs/MSTUs.

K. To establish, undertake, and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter and other similar services, activities or programs designed, intended, or implemented to further a sense of community among Owners and residents thereof. Nothing in this subsection shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

Section 6.03 Determination of Annual Assessments.

A. **Budgets and Reserve Fund Contribution.** The Board shall annually prepare a budget that sets out the Association's annual operating expenses ("**Budget**"), which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person or entity; (iii) include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Property; and (iv) shall comply with Florida Statutes, Sections 720.303(6)(a) and (b), taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association, and shall establish a reserve fund for such anticipated expenditures. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Annual Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Annual Assessment. Any

reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association must designate therein the components for which reserve accounts and funds may be used.

B. **Adoption of Operating Budget.** The Association shall mail to each Member a copy of the Budget and projected Annual Assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The Budget and Annual Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Annual Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Annual Assessments must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to membership class. If the membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Annual Assessments, then the Budget and Annual Assessments for the preceding year shall continue in effect until a new Budget with Annual Assessments is determined or adopted.

C. **Allocation of Annual Assessments Among Lots.** The Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

Section 6.04 Special Assessments and Individual Assessments.

A. **Special Assessments.** In addition to Annual Assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Property, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board (collectively, "**Special Assessment(s)**").

B. **Individual Assessment.** The Board may levy an individual assessment against any Owner and that Owner's Lot and, if applicable, any Townhome located thereon in order to cover any costs, expenses and fees whatsoever incurred by the Association due to: (i) that Owner's failure to maintain its Lot or Townhome pursuant to the standards set forth in this Declaration or as otherwise established by the Board or the ARB, or (ii) to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area benefiting the Association or the Property caused by that Owner or that Owner's lessee, sublessee, licensee, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association, or (iii) for any other purpose expressly permitted by this Declaration or permitted under applicable law (each assessment levied pursuant to (i), (ii), or (iii), above, an "**Individual Assessment**").

Section 6.05 Start-Up Assessment; Capital Assessment; Due Dates.

A. At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount as established by the Board from time to time; and (ii) the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot, whichever is earlier, through the end of that calendar year. The Association may use the Start-Up Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's deficit funding. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one-time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of the Start-Up Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's deficit funding.

B. On each subsequent conveyance of a Townhome following the initial sale of such Townhome to the first Third Party Purchaser thereof or to any party other than Declarant, the Association shall levy and impose on such Townhome a capital assessment as established by the Board from time to time (the "**Capital Assessment**"), which Capital Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Capital Assessment for any of the purposes and services set forth in this Declaration. The Capital Assessment shall not apply in instances of transfer of title of a Townhome to (a) a co-Owner of the Townhome; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Capital

Assessment in subsequent fiscal years, provided that such increase shall not be greater than ten percent (10%) over the prior fiscal year. Subsequent to Turnover, Association may increase the Capital Assessment in subsequent fiscal years, provided that such increase shall not be greater than ten percent (10%) over the prior fiscal year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of these Capital Assessment shall be in the accounts of the Association.

Section 6.06 Certificate. Upon request, the Association, pursuant to Florida Statutes, Section 720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of Florida Statutes, Section 720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel may be sold or conveyed unless an estoppel certificate pursuant to Florida Statutes, Section 720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

Section 6.07 Subordination. Expressly subject to the mortgagee's compliance with Florida Statutes, Section 720.3085(2)(c) and said mortgagee's payment of all unpaid Assessments resulting from said mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by lawful foreclosure of a mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said mortgagee. Such unpaid Assessment amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to a mortgagee under this Section or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

Section 6.08 Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary or otherwise, to the fullest extent permitted by the Association Act, Declarant shall not be obligated to pay any Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members ("**Deficit Fund**"). For purposes of this subsidy arrangement, unless expressly required by applicable law, Declarant need not subsidize or pay any Assessment amounts levied for replacement reserves or capital expenditures. If Declarant elects to Deficit Fund as permitted herein and under the Association Act, then for purpose of complying with Florida Statutes, Section 720.308(3), the amount of the Annual Assessments, as such Annual Assessments may be increased per fiscal year, shall be the maximum obligation of the Class "A" Members. If Declarant elects to Deficit Fund, then for purpose of complying with Florida Statutes, Section 720.308(3), the amount above the Annual Assessments that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of Declarant that this be an establishment of a guarantee pursuant to Florida Statutes, Section 720.308(2). Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of a fiscal

year, Declarant shall continue paying on the same basis as during the previous fiscal year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date that such notice is delivered to the Association. Notwithstanding the foregoing, Declarant shall never be obligated to pay any Individual Assessment or Start-Up Assessment.

Section 6.09 Waiver of Use. No Owner, other than Declarant, may exempt himself, herself or itself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Townhome from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Townhome.

Section 6.10 Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, other than as a voluntary subsidy, then any such sums shall be repaid to Declarant prior to the Turnover Date.

Section 6.11 Builder Exemption. Notwithstanding anything in this Declaration or the Articles and Bylaws to the contrary, except as provided herein, during the time that a Builder owns any Lot, the Builder shall not pay any Assessments with respect to the Lots owned by the Builder; provided however, Assessments shall commence and be payable as to a particular Lot owned by a Builder upon the earlier to occur of (i) the sale of the Lot by a Builder to an unaffiliated third party; or (ii) three (3) years from the date the Builder acquired the Lot from Declarant. Further, in the event that Declarant elects to pay Assessments applicable to the Lots owned by Declarant rather than pay the Deficit as provided in Section 6.08 of this Article, Declarant covenants, agrees and shall be obligated to pay all Assessments with respect to Lots owned by a Builder for which the Builder is not required to pay Assessments pursuant to this Section 6.11. For the purpose of this Section 6.11, if there is more than one (1) Builder, each Builder, for the purposes of this Section, shall be treated individually and not collectively with other Builders.

ARTICLE VII

ARCHITECTURAL CONTROL BOARD

Section 7.01 Architectural Control; ARB.

A. All Lots and Townhomes in the Property are subject to architectural review in accordance with this Article VII and any planning, construction, development, or other architectural criteria, guidelines, or procedures (collectively, "**Planning Criteria**") adopted and revised from time to time by the Architectural Review Board (the "**ARB**"), which may also be referred to at times as the Architectural Review Committee (the "**ARC**"). The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners. The

Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration, the other Association Documents or the Association Act.

B. No site work/development, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, constructed, erected, modified, changed, altered or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes (collectively, the “Plans”), have been approved in writing by the ARB. All such Improvements must further conform to the Planning Criteria and no Plans shall be approved by the ARB if they are not in conformity with same. All Improvements, construction, changes, modifications and alterations shall also comply with all laws. Until such time as any Improvements, construction, changes, modifications and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner’s Townhome as that Owner desires.

Section 7.02 Membership of ARB. Prior to Turnover, Declarant shall be entitled to appoint all members of the ARB. The initial members of the ARB shall hold office until all Lots and Townhomes have been conveyed to Third Party Purchasers or such earlier time as the Declarant may, in its sole discretion, elect. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARB shall always consist of an odd number of members. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by Declarant) may be removed by the Board at any time without cause. Members of the ARB appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

Section 7.03 Approvals. Decisions of the ARB shall be by majority action. Unless waived by the ARB, all Plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant’s development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with

Declarant's general development plan or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to the ARB by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARB disapproves Plans, the ARB shall specify the reason or reasons for such disapproval. The Planning Criteria are not the exclusive basis for decisions of the ARB and compliance with the Planning Criteria does not guarantee approval of any application.

Section 7.04 Violations. The work approved by the ARB must be performed strictly in accordance with the Plans as approved by the ARB. If after Plans have been approved, the Improvements are altered, constructed, modified, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition, modification or alteration, said Improvement shall, in favor of purchasers in good faith and for value and mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Public Records or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VII.

Section 7.05 Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARB from denying a variance in other similar or dissimilar circumstances.

Section 7.06 Waiver of Liability. None of Declarant, the ARB, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARB, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable laws, nor shall ARB approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the

ARB, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, Improvements or alterations.

Section 7.07 Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association the Board and the ARB and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 7.08 Exemption. Declarant, before and after Turnover, shall be exempt from the Planning Criteria, the ARB Rules and the architectural control provisions of this Article VII. Declarant, before and after Turnover, shall be entitled to construct or install any new Improvement, and to alter or change or modify any existing Improvement, without submitting Plans to or obtaining the approval of the ARB. Upon approval by the ARB of Plans for a Townhome design submitted by a Builder ("**Approved Builder Plans**") those Builder Plans shall be deemed approved for the construction of Townhomes throughout the Community, and the Approved Builder Plans (including modifications to the Approved Builder Plans necessary or desirable to facilitate construction of a Townhome on a Lot in the Community), are exempt from further ARB review and approval on any other Lots within the Community. Additionally, Approved Builder Plans shall be deemed to meet the requirements of the Planning Criteria.

Section 7.09 No Waiver of Future Approvals. The approval of the ARB of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 7.10 ARB Rules and Regulations. The ARB may adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB (the "**ARB Rules**"). The ARB Rules shall be: (i) at the discretion of the Board, subject to the prior approval of the Board, (ii) consistent with the Planning Criteria, (iii) consistent with the covenants and restrictions set forth in this Declaration, and (iv) published or otherwise made available to all Owners, prospective Owners and their contractors, subcontractors and other

appropriate designees. All ARB Rules shall be adopted and/or amended by a majority vote of the ARB.

ARTICLE VIII

MAINTENANCE AND REPAIR OBLIGATIONS

This Article sets forth the various maintenance and repair obligations of the Townhome Association and the Townhome Owners with respect to the Townhome Property and the Townhome Lots and Townhome Association Townhome Property located therein. Such maintenance and repair obligations may be different than those provided in any Supplemental Townhome Declarations.

Section 8.01 By The Townhome Association.

A. The Townhome Association, all at Townhome Common Expense, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific duties, responsibilities and obligations:

B. The Townhome Association shall never be responsible for any maintenance of, repairs to, or replacement of any improvement or modification added or made to a Townhome or upon a Townhome Lot after the conveyance of the Townhome Lot to the first Townhome Owner or grantee thereof following completion of any initial improvements thereon by Declarant or a Builder. Except as and to the extent expressly provided in this Section, maintenance, repairs, and replacement of or concerning each Townhome Lot and Townhome, including, but not limited to, driveways serving said Townhome, any landscaping or improvements installed by the Townhome Owners or occupants of any Townhome Lot or Townhome, or otherwise, shall always be the sole responsibility, duty, and liability of the respective Townhome Owner. Any and all maintenance, repairs, and replacements of or concerning each Townhome Lot and Townhome shall at all times be performed in a manner consistent with this Townhome Declaration, the Planning Criteria, and the Rules and Regulations.

C. If maintenance, repair, or replacement of any component of a Townhome Building, Townhome Lot, or Townhome for which the Townhome Association is responsible hereunder is necessary due to intentional misconduct, negligence, or failure to comply with the terms of the Governing Documents, the Rules and Regulations, or applicable law, by an Townhome Owner (including, but not limited to, the Townhome Members of said Townhome Owner's family, tenants or other occupants, guests, or invitees), the Townhome Association shall have the right to assess the Townhome Owner's Townhome Lot for the cost of necessary maintenance, repair or replacement, as a Townhome Special Assessment or Individual Assessment, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Townhome Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Townhome Owner shall be jointly and severally liable with such party(ies).

D. The Townhome Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Improvements and facilities located upon the Townhome Association Townhome Property as otherwise provided herein. Should any incidental damage be caused to any Townhome by virtue of the Townhome Association's failure to maintain the Townhome Association Townhome Property as herein required or by virtue of any work which may be performed or caused to be performed by the Townhome Association in the maintenance, repair or replacement of any Townhome Association Townhome Property, the Townhome Association shall, at its expense, repair such incidental damage. The Townhome Association shall not, however, be responsible for any loss of use, any hardship, an Townhome Owner's time or any other consequential or punitive damages.

E. The Townhome Association is specifically empowered to own, operate and maintain Utility Systems as defined in this Townhome Declaration, and to make Townhome Assessments as provided in this Townhome Declaration and the Articles and Bylaws to provide for Townhome Ownership, maintenance and operation of the Utility Systems, including but not limited to Townhome Assessments to provide for a reasonable reserve fund for operation and maintenance of such Utility Systems. The Townhome Association may sell, donate, or otherwise devise the Utility Systems to another entity authorized by law to own and operate the Utility Systems, including but not limited to utilities certificated by the Florida Public Service Commission, any applicable Community Development District, or governmental entities.

F. The Townhome Association shall be responsible for the maintenance, repair and replacement of all private streets located upon the Townhome Association Townhome Property and there is hereby reserved in favor of the Townhome Association the right to enter upon any and all parts of the Townhome Association Townhome Property and Townhome Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Townhome Association may, but shall not be obligated to, also provide maintenance of all County, district or municipal properties which are located within or in a reasonable proximity of the Townhome Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Townhome Property, including the right to enhance the landscaping in any public right of way.

G. The Townhome Association shall be responsible for the maintenance, repair and replacement of any street lights located in the Community.

H. The Townhome Association has a reasonable right of entry upon any Townhome Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Townhome Property. The Board may establish rules and regulations regarding the Townhome Association's entry upon the Townhome Lots.

I. The Townhome Association may maintain other Townhome Property which it does not own, including, without limitation, Townhome Property dedicated to the public, (a) if such maintenance is required by this Townhome Declaration, (b) if the Board determines that such maintenance is necessary or desirable to maintain the standards for the Community promulgated by the ARB or to cause compliance with this Townhome Declaration, (c) if the maintenance is requested by an Townhome Owner, or (d) if the Board determines that maintenance to any privately-owned facility is necessary or desirable and the Board elects to

perform such maintenance in lieu of enforcing the respective Townhome Owner(s)'s obligation to perform such maintenance, in which event the respective Townhome Owner(s) shall be assessed the costs incurred.

J. **Lawn Maintenance.** It shall be the duty of the Association to maintain and cut the grass located on the Lot Owner's Lot, the cost of such grass maintenance on the Lot Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Lot Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass.

K. **Irrigation.** It shall be the duty of the Association to maintain the irrigation system for the Community, including irrigation of Common Areas and Lots. Said irrigation system will run both on Lots and Common Area. The cost of such maintenance of the irrigation system on a Lot being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing and maintaining the irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner.

Section 8.02 By The Townhome Owners.

A. Duties of the Townhome Owners.

(1) Each Townhome Owner shall at all times properly care for and maintain, at the Townhome Owner's sole cost and expense, the interior of the improvements on its Townhome Lot and Townhome such as, without limitation: doors and windows; garage doors; plumbing; individual mailbox (if applicable); electrical, heat and air-conditioning systems serving the Townhome Lot and Townhome; interior finish work, such as sheetrock and drywall; routine maintenance of non-structural components of Party Walls; interior painting of Party Walls; and all other portions and components of the Townhome Lot and improvements thereon, including the Townhome, except those expressly required to be and actually maintained by the Townhome Association pursuant to the terms hereof. Without limiting the generality of the foregoing, each Townhome Owner shall perform the following repairs and maintenance:

1. Maintenance and irrigation of lawns and landscaping lying between the boundary of such Townhome Owner's Townhome Lot and any

public right-of-way or any community wall or fence; provided, however, that no Townhome Owner shall remove any trees, shrubs, or other vegetation from these areas outside such Townhome Owner's Townhome Lot without the prior written approval of the Townhome Association. At the option, and sole discretion of the Association, the Association may maintain any area between the Townhome Lot and any public right-of-way or any community wall or fence.

2. Each Townhome Owner shall be responsible for termite treatment of all interior walls of the improvements on its Townhome Lot and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same.

3. In addition, Townhome owners own and maintain their individual water, sewer, storm and ground water drainage, and reclaimed water lines and services which extend to their homes from public water meters or adjacent to public road right-of-way as applicable and maintain their individual wastewater services which extend to their homes from public cleanout located adjacent to public road right-of-way.

4. General maintenance, repair, pressure cleaning and painting of all exterior portions of the Townhome including garages, garage doors, entrance doors, shutters and facia, and walls.

5. Maintain, repair, and/or replace as necessary the Townhome roof, including the roof deck, surface, flashings and gutters, if any, and any exterior porch or garage roofs, and other structural components, including exterior walls of the Townhome.

6. Maintenance, repair and/or replacement and pressure cleaning of sidewalks, and driveways.

7. Maintenance, repair, and/or replacement of structural components of the Party Wall(s), and all other structural components of the Townhome.

8. Maintenance, repair and/or replacement of any other components of the Townhome.

(2) It is anticipated that the Association shall require: (i) all Townhomes to be painted every five (5) years (ii) pressure washing every year, and (iii) all Townhome roofs to be replaced every twenty (20) years. The Board shall convene a duly noticed meeting to determine when the exterior painting, pressure washing, and roof replacement shall be required for all Townhomes in the Community and each Owner shall have at least one hundred twenty (120) days to commence the work after the Association provides written notification of the required painting, pressure washing, or roof replacement. Each Owner shall have the right to (a) paint, (b) clean, or (c) replace Townhome roofs more frequently than required by the Association, provided that prior written approval of color and materials is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly noticed meeting, the Association

may enter into a contract for painting, pressure washing, or maintenance, repair, and/or replacement of all Townhome roofs for all Townhomes in the Community and charge each Owner his or her equal share of the costs thereof as a Special Assessment.

(3) To the extent any maintenance, repair, replacement, or other obligations described in this Section 8.02 is not performed by the subject Townhome Owner, the Townhome Association may (but is not required to) perform all or any part of such work, in which event the costs of doing so shall be assessed to said Townhome Owner and the Townhome Lot as an Individual Assessment. In addition to, but not in limitations of, the foregoing, if an Townhome Owner's failure to maintain, repair, or replace those portions of the Townhome Property (including said Townhome Owner's Townhome Lot and Townhome) that are said Townhome Owner's responsibility hereunder endangering or that will or may endanger the structural integrity of another Townhome or any Townhome Building, including, but not limited to, actual or potential water or other damage, the Townhome Association shall have the right (but is not required to) to enter and maintain, repair, replace, or otherwise address the subject defect or issue and charge the cost, plus an administrative fee of 15%, to the subject Townhome Owner as an Individual Assessment. The Townhome Association shall give at least ten (10) calendar days' notice or, in an emergency, such notice (if any) as is reasonable under the circumstances.

Section 8.03 Interpretation. From time to time, the Board may make and consistently apply reasonable rules interpreting the provisions of this Article VIII to determine which portions of the Townhome Property shall be maintained by the Townhome Association and which portions shall be maintained by the Townhome Owners. Notwithstanding anything in the foregoing to the contrary, the Townhome Association shall be responsible for performing, or causing to be performed, all maintenance to the Townhome Common Areas.

ARTICLE IX

STORMWATER MANAGEMENT

Section 9.01 Ownership/Control, Maintenance, and General Use of Stormwater Management System.

A. The Association owns the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System.

B. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. It is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or

reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. If monitoring and/or maintenance of wetland mitigation areas are required by the Permit, the Association, at Common Expense, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

C. To the extent not included in the areas required to be maintained by the Association pursuant to Section 9.01(b) above, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on any recorded Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

D. Unless first approved by the ARB and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Area, Areas of Common Responsibility, or any easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area, or any Areas of Common Responsibility.

E. It shall be the responsibility of each Owner, at the time of construction of Townhome or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

F. ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (1) ANY ALTERATION TO THE STORMWATER MANAGEMENT SYSTEM; OR (2) ENCROACHMENT INTO THE WETLANDS, WETLAND BUFFERS, OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

Section 9.02 Easements for Access and Drainage.

A. The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

B. Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

Section 9.03 Amendment to Declaration. Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee. The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 9.04 Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or Conservation Areas under the responsibility or control of the Association.

Section 9.05 LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES (IF ANY) AND DRAINAGE FACILITIES OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

Section 9.06 Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this

paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without prior written approval of the District. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved in writing by the District.

Section 9.07 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

ARTICLE X

USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may from time to time, be adopted by the Association:

Section 10.01 Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Townhomes, or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Townhomes which is a source of annoyance to Owners or occupants of Townhomes or which interferes with the peaceful possession or proper use of the Townhomes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Townhomes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 10.02 Vehicles.

A. Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "**Prohibited Vehicle(s)**"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may change for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARB-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Townhomes. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Townhome, nor to Prohibited Vehicles which are stored within a Townhome's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates, or to any Builder, or to building contractor designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles.

B. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

C. All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths.

D. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for: (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

E. Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

F. As long as the provisions of Florida Statutes, Section 715.07, are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

G. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Community may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(22); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(75) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

H. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at the Community. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

Section 10.03 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Townhome nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. No activity shall be conducted in any Townhome that involves the production or distribution by any means, whether electronic or otherwise, of pornographic, adult, nude or sexually oriented or explicit materials, content or entertainment. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Townhome or Lot shall be corrected by, and at the sole expense of, the Townhome's or Lot's Owner.

Section 10.04 Flags. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 10.05 Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Townhome or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARB.

Section 10.06 Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Townhome, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pet that is dangerous or has been known to cause strict liability to the owner be permitted on the Property. Any pet must be carried or kept on a leash when outside of a Townhome or fenced-in area. No pet shall be kept tied up outside of a Townhome or in any screened porch or patio, unless someone is present in the Townhome. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by his or her pet. Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his or her having any animal on the Property.

Section 10.07 Wildlife. SUBSTANTIAL WILDLIFE EXISTS WITHIN THE COMMUNITY, INCLUDING, BUT NOT LIMITED TO, GOPHER TORTOISES, ALLIGATORS, ARMADILLOS, FISH, SNAKES, SQUIRRELS, AND RACCOONS. SUCH WILDLIFE MAY EXIST BOTH IN AREAS DESIGNATED AS SPECIAL PRESERVATION AREAS AND THROUGHOUT THE COMMUNITY, SOME OF WHICH WILDLIFE MAY BE DANGEROUS. NO OWNERS, RESIDENTS, OR THEIR GUESTS SHALL HARASS, HARM, PURSUE, HUNT, SHOOT, WOUND, KILL, TRAP, FEED, CAPTURE, OR COLLECT ANY WILDLIFE WITHIN THE COMMUNITY. FISHING ACTIVITIES UNDERTAKEN CONSISTENT WITH THIS DECLARATION SHALL BE EXEMPT FROM THIS PARAGRAPH.

Section 10.08 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 10.09 Water Supply. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a method of stain reduction is utilized in conjunction with the irrigation well.

Section 10.10 Additions and Alterations. No Townhome shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Townhome, including, without limitation, the painting, staining, or varnishing of the exterior of the Townhome, including doors, garage doors, driveways and walkways, without the prior written approval of (i) the ARB as set forth in Article VII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 10.11 Weapons. The use and discharge of weapons within the Community is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 10.12 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 10.13 Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Lot. No additional trees are permitted to be planted on the Property without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter without the prior written consent of the ARB.

Section 10.14 Signs. No sign of any kind shall be displayed to the public view from any Lot or improvement thereon, except any sign used by Declarant to advertise Declarant's or Builder(s)' Company, project, sales or other matters during the construction and sales period. No sign, except Security signs, of any kind shall be permitted to be placed inside a Home or on the outside walls of a Home so as to be visible from the exterior of such Building, nor on any Common Area, nor on any dedicated streets, drainage easement areas, or any other dedicated areas, nor in any entryways, nor on or within any vehicles within the Property, except such as are placed by Declarant. Notwithstanding the foregoing, an Owner may display a sign of reasonable and customary size provided by a security services contractor within ten (10) feet of any entrance to the Owner's residence.

Section 10.15 Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of

the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other Property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 10.16 Clotheslines. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of the Community.

Section 10.17 Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 10.18 Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction, service and sale of the Community or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (i) used as a residence, either temporarily or permanently, or (ii) parked upon the Property.

Section 10.19 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boning or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10.20 Subdivision and Partition. No Lot on the Property shall be subdivided without the ARB's prior written consent except by Declarant.

Section 10.21 Sewage Disposal. No individual sewage disposal system shall be permitted on any part of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 10.22 Fences. No fence shall be permitted on any Lot.

Section 10.23 Exterior Electronic or Electric Devices; Solar Panels.

A. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or Improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community

antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ARC, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

B. No solar heating equipment, panels, collectors, or devices ("**Solar Equipment**") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Florida Statutes, Section 163.04. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Florida Statutes, Section 163.04, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARB's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARB's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARB may determine the specific location where solar collectors may be installed on the roof of any Townhome or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

Section 10.24 Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARB approved Improvement (or by Declarant or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

Section 10.25 Yard Accessories and Play Structures.

A. Except as otherwise required by law, all yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Townhome, except that, in the case of Townhome(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by the Governmental Authorities. The location of any play structure or temporary portable basketball structure shall be approved by the ARB prior to location of the structure on a Lot. Temporary portable basketball structures will be allowed only under the following conditions:

- (1) basketball hoops and structures must be well-maintained;
- (2) the location of the basketball hoop and structure must first be approved by the ARB;

- (3) No permanent basketball structures may be placed on any Lot.
- (4) Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARB to reasonable daylight hours.
- (5) Tree houses are prohibited within the Community.
- (6) The ARB may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and other yard art.

Section 10.26 Pools. Swimming pools may not be located on any Lot. Any spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, "**Pool Improvements**"), shall be designed to be compatible and "tie in" with the architecture and material of the subject Townhome. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARB, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All Pool Improvements construction shall, at all times, be in accordance with all applicable laws. In no event shall any swimming pool be permitted within the Community (including above-ground swimming pools). All materials and equipment related to the Pool Improvements that are stored on any Lot shall be screened from view from outside the Lot. No Pool Improvements may be constructed, erected, or maintained upon any Lot without the prior written approval of the ARC.

Section 10.27 Use; Rentals; Timesharing.

A. Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Townhome, provided, however, that an Owner or lawful tenant of a completed Townhome may use a single room within the Townhome as an office for conducting business as long as the business: (i) does not involve or require regular visitation of the Lot or Townhome by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Community; (ii) does not include the manufacture or distribution of any products or goods in the Townhome or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Townhome; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (v) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Townhome or Lot which identifies the Townhome or Lot as a place of business. For purposes of this Section, "**Business**" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such

activity is intended to or does generate a profit; or (C) a license is required. This Section shall not apply to restrict Declarant's or Declarant's affiliates' activities, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This Section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Townhome is not a "business" within the meaning of this Section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARB as provided herein.

B. Owners shall be permitted to lease their Townhome, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. "Short-Term Rentals" (as that term is defined below) of Townhomes are prohibited. For purposes of this Declaration, the term "**Short-Term Rentals**" shall mean and refer to the leasing or rental of any Townhome or Lot to a person or entity for a period of less than seven (7) consecutive months. Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired. The subleasing or sub-renting of a Townhome is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. If an Owner intending to lease or rent a Townhome is delinquent in the payment of Assessments, the Association shall be entitled, but not required, to prohibit the Owner from renting or leasing the Townhome until such delinquency is made current. From time to time, the Association may reserve the right to approve of any form of lease that an Owner wishes to use, or otherwise require inclusion in a Lease of certain provisions that the Association may deem necessary or appropriate to assure the tenant's compliance with all the terms and provisions of the Governing Documents and the Rules and Regulations. The Association may charge a reasonable administrative fee not to exceed One Hundred and No/100 Dollars (\$100.00) for the required review of any lease or rental agreement, or other such amount as permitted by law from time to time. Townhomes shall be leased in their entirety, and no individual rooms may be leased.

C. No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Townhomes shall be permitted. De facto timesharing of a Townhome shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Townhome by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Townhome into different periods for use during the year.

Section 10.28 Tree Removal and Landscaping. Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, if approved by the ARB, trees located within six feet (6') of the location of the Townhome may be removed, regardless of size, without prior approval of the ARB. More restrictive arbor ordinances or

environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., *Stenotaphrum Secundatum* "Floritam" or a similar variety) except in approved landscape or retained natural areas, or as otherwise installed by Declarant or permitted by the ARB. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Townhome on that Lot. Unless prohibited by law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARB.

Section 10.29 Townhomes.

A. No Townhome shall contain less than the minimum square footage required by the Local Government, nor greater than the maximum square footage permitted by the Local Government.

B. Each Townhome shall have an attached fully enclosed garage capable of housing not less than one (1) standard sized automobile, which shall not be enclosed for use as a living area.

C. Setbacks for Townhomes shall be as permitted by the Local Government.

D. No Townhome shall exceed two (2) stories in height.

E. No Townhome shall have exposed structural block on its front elevation.

F. All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

G. Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

Section 10.30 Mailboxes.

A. Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARB. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

B. Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS (“**CBUs**”) for the purpose of centralized mail delivery by the USPS (“**Centralized Mail Delivery**”) to the Community or any part, Section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, Section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, Section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, Section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Property or Limited Common Property to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Property Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 10.31 Exterior Lighting. Except as may be installed initially by Declarant and except for seasonal Christmas or holiday decorative lights, which may be displayed between three (3) days prior Thanksgiving and January 10 only, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the Improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARB and in accordance with the Planning Criteria and the Rules and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 10.32 Approved Builders. All development, construction, and reconstruction of any Townhome or other Improvements on or about a Lot shall be performed by a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARB (after Turnover). D.R. Horton, Inc. shall be deemed an Approved Builder for all purposes under this Declaration.

Section 10.33 Construction Requirement.

A. Construction and completion of any and all Improvements shall be performed and completed by Owner at its sole cost and expense in substantial conformance, in all material respects, with the plans approved by the ARB.

B. For purposes of this Section, “**Completion of Construction**” shall have occurred only upon the satisfaction of the following conditions: (i) the Improvements, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the approved Plans, shall have been substantially completed and installed in substantial conformance, in all material respects, with the approved Plans therefore, as certified by the architect, engineer, or architectural or engineering firm

responsible for the creation of the approved Plans; (ii) permanent certificate(s) of occupancy for the Improvements shall have been issued by the appropriate governmental authorities to Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the Improvements for their intended purposes shall have been issued by the appropriate Governmental Authority to Owner, and a copy thereof delivered to Declarant; and (iii) Owner shall have caused to be delivered to Declarant a written certificate from its architect or engineer (the “**Completion Certificate**”) to the effect that the construction of the Improvements, including, without limitation, all equipment, fittings and fixtures required to be installed pursuant to the approved Plans, have been substantially completed and installed in substantial conformance, in all material respects, with the approved Plans and in accordance with all applicable laws relating to the construction of the Improvements, and that direct connection has been made to all abutting public utilities (including water, electricity, storm and sanitary sewer and telephone).

C. For purposes of this Section, “**Commencement of Construction**” or “**Commence Construction**” shall mean that: (a) a building permit has been issued for the Townhome by the appropriate jurisdiction; (b) construction of the Townhome has physically commenced beyond site preparation; and (c) the Townhome’s slab and foundation have been inspected.

Section 10.34 Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual’s presence within the Community. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Assessment.

Section 10.35 Board’s Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of the Community as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of the Community without discriminating on the basis of whether a Townhome is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Townhomes within the Community for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

Section 10.36 No Implied Waiver. The failure of the Association or Declarant to object to an Owner’s or other party’s failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Section 10.37 Declarant and Builder Exemption. Declarant and Builders plan to undertake the work of constructing Townhomes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other Property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Townhomes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARB shall do anything to interfere with Declarant's and/or Builder's activities. The Declarant and Builder are exempt from the use restrictions provision, conditions and terms set forth in Sections 10.01, 10.02, 10.04, 10.05, 10.08, 10.09, 10.10, 10.13, 10.14, 10.15, 10.17, 10.18, 10.20, 10.22, 10.24, 10.28, 10.29(B), and 10.33(B) for any Lot which is subject Declarant or Builder construction activity related to the construction of Improvements on the Lots, or other Lots in the Community, and for any Lot or Townhome on any Lot which is being held for sale or used by Declarant or a Builder for any sales, marketing, construction or related Declarant or Builder activity

ARTICLE XI

DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded with grass and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements on the Association

Property shall not be effective without the prior written approval of Declarant as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, lessees, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

ARTICLE XII

INSURANCE AND CONDEMNATION

Section 12.01 Townhome Association Insurance. The Townhome Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Townhome Common Expenses:

A. **Casualty Insurance.** Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to the Community in construction, location and use.

B. **Public Liability Insurance.** A comprehensive policy of public liability insurance naming the Association and, until completion of construction of a Townhome on each Lot located within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

C. **Fidelity Coverage.** Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

D. **Directors' Coverage.** Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

E. **Other Insurance.** The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its Officers and Directors.

F. **Cancellation or Modification.** All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without it least ten (10) days' prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

G. **Flood Insurance.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable Property located in the flood hazard area.

H. **Condemnation.** In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and Improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

I. **Waiver of Subrogation.** As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 12.02 Individual Insurance.

A. Owners' Insurance.

(1) In addition to, or as a supplement to, the other insurance requirements of each Owner set forth in this Declaration concerning said Owner's Townhome Lot and Townhome, each Owner of a Townhome Lot and Townhome shall obtain and maintain at all times an insurance policy endorsed to include: (a) property insurance insuring the structures of the Townhome, including internal structures of party walls, roof, exterior walls, load bearing walls, floor structures, sheetrock, drywall, electrical and plumbing systems and all other components and structures of the Townhome; and (b), personal liability insurance ((a) and (b), collectively, "**Owner's Policy**"). The Owner's Policy, at minimum, must (in addition to all structural components of the Townhome as described above) provide coverage for: (x) the Owner's personal belongings/contents (e.g., furniture, clothing, etc.); (y) coverage commonly known as owners' additions and alterations or building coverage, endorsed to include replacement cost loss adjustment and special form perils of coverage, of at least \$50 per square foot of living area of the Townhome, for the items such as: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, "popcorn", texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); non-load-bearing walls; patios, screen enclosures, and any improvements constructed by or at the direction of an individual Owner; and replacements of any of the foregoing which are located within the boundaries of the subject Townhome and serve only said Townhome; and (z) personal liability coverage with limits of at least \$300,000.00 to provide protection to the Owner for injuries or damages they may cause or be responsible for within or outside of their Townhome. Each Owner shall provide a certificate evidencing such insurance coverage to the Association: (i) prior to or upon acquisition of record title to the Townhome Lot; (ii) on or about each anniversary of Owner having become the fee simple owner of said Townhome Lot; and (iii) at any other time, from time to time, upon request of the Board. The Board may promulgate Rules and Regulations concerning the Owner's Policy requirement, coverage amounts, coverage types, deductibles, etc. The Owner's Policy shall name the Association as an additional interest utilizing the ISO HO 04 10 form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. In the event of any damage casualty loss, the Association shall be entitled to file a claim on such Owner's Policy for the cost of any repair or replacement to the Townhome Lot, Townhome, or other improvements thereon, which is the Association's responsibility hereunder, and the subject Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and/or the Owner under the Owner's Policy, based upon the funds necessary to enable the subject Owner and Association to each repair and replace those portions of the Townhome Lot, Townhome, and other improvements thereon which are their respective responsibilities hereunder. In the event that an Owner fails to obtain and thereafter continuously maintain such Owner's Policy, or allows or permits such Owner's Policy to lapse the Association may, but shall not be obligated to, obtain such Owner's Policy on behalf of the Owner

and/or the Association and assess the costs and expenses thereof to the Owner and the Owner's Townhome Lot as a Special Assessment or an Individual Assessment.

(2) In addition to, or as a supplement to, the coverage provided by the Association Policy and the Owner's Policy, each Owner may and is encouraged to obtain such additional homeowners' and other property insurance as may be desired or required by the Owner to protect its property and interests. Any such insurance policies shall name the Association as an additional interest. Notwithstanding anything to the contrary set forth herein or otherwise, it is the absolute responsibility of each Owner to obtain property and liability insurance coverage with respect to its own Townhome Lot and Townhome so that the Owner is fully insured with respect to the full replacement value of the Townhome Lot, Townhome, and improvements thereon, and all of the Owner's furnishings and other personal property within the Owner's Townhome or on or about its Townhome Lot, whether pursuant to the Association Policy, the Owner's Policy, or other insurance coverage obtained by the Owner. The Association may (but is not required to) require the Owners to provide copies of any such Owners' policies to the Association upon request. The Association shall have no obligation, however, to assure that any Owner obtains or maintains any such insurance coverages.

B. Disbursement of Proceeds; Repair and Reconstruction.

(1) Notwithstanding anything to the contrary set forth herein or otherwise, in the event of casualty or damage to any Townhome Building(s), no insurance proceeds from any insurance benefitting, in favor of, or collected by or on behalf of the Association, shall be retained by and for the benefit of the Association and placed in a capital improvements account, unless all costs of repair or reconstruction of the subject Townhome Building(s) has first been paid, unless no repair or reconstruction of the subject Townhome Building(s) is or will be made, pursuant to the terms hereof, in which event, any proceeds remaining after making such settlement, as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any Eligible Holder and may be enforced by same.

(2) If the damage or destruction a Townhome Building for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Townhome Lot Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves Limited Common Area, only the Owners entitled to the use of the Limited Common Area shall be subject to Assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class “B” membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA) or the U.S. Department of Veterans Affairs (VA), or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Townhomes in the Property, and any such loan has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XIV

AMENDMENT

Section 14.01 Amendment by Members

A. **Amendment by Written Instrument.** This Declaration may be amended (an “**Amendment**”) at any time by the holders of a simple majority of the votes in the Association (without regard to membership class). Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the appropriate Officer, agent or employee of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at least a simple majority of the votes in the Association (without regard to membership class), the Board shall direct the appropriate Officer, agent or employee of the Association to record the Amendment in the Public Records. The Amendment will be deemed effective upon recording.

B. **Amendment by Vote at a Duly-Authorized Meeting.** An Amendment may be proposed by Declarant (before or after Turnover), the Association, or after Turnover, through a petition signed by ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Section 14.01(B), the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to

adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary shall be recorded in the Public Records. The Amendment will be deemed effective upon Recording.

C. **Amendment by Declarant.** Until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate, or cancel all or any portion of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or in any of the other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the community; prejudice the rights of existing non-declarant Members to use and enjoy the benefits of Common Property; or materially shift economic burdens from the Declarant to the existing non-declarant Members. Following Declarant's relinquishment of control of the Association, this Declaration may only be amended pursuant to the provisions of such Section 14.01(A) and Section 14.01(B) hereof.

Section 14.02 Restrictions on Amendments. Notwithstanding anything to the contrary contained in Section 14.01 hereof, no Amendment to this Declaration may: (i) remove, revoke, or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any mortgage or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees; (iii) to the extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Property; or (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 14.02. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Property, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act.

ARTICLE XV

DURATION AND TERMINATION

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records.

ARTICLE XVI

ENFORCEMENT

Section 16.01 Compliance by Owners. Every Owner and all guests, tenants, subtenants, occupants, licensees, and guests and invitees of any Member, shall comply with the restrictions and covenants set forth in this Declaration and any and all Rules and Regulations which from time to time may be adopted.

Section 16.02 Enforcement. Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, Townhome or the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt or threaten to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting or threatening to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted or threatened violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted or threatened violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 16.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 16.03 Fines; Suspension. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Property and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the

right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

A. **Notice.** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board (the "**Committee**"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

B. **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

C. **Amounts.** The Board (if the Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Special Assessments against the Lot owned by the Owner as follows:

(1) For each separate violation, a fine not exceeding One Hundred Dollars (\$100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

(2) Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restriction set forth in the Governing Documents and the Rules and Regulations by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate and there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restriction set forth in the Governing Documents or in the Rules and Regulations.

D. **Payment and Collection of Fines.** Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

E. **Application of Proceeds.** All moneys received from fines shall be allocated as directed by the Board.

F. **Non-exclusive Remedy.** These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner

shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

G. **CPI.** Unless limited by law, specific dollar amounts stated in this Section 16.03 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

H. **Suspension of Voting Rights.** In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

ARTICLE XVII

DECLARANT AND BUILDER RESERVATION.

Section 17.01 Declarant and Builder Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated Improvements and the Lots have been sold to Third Party Purchasers, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned Improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

A. Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

B. Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

C. Conducting on any property or Lot owned or controlled by Declarant, its business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

D. Determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Development or the Property; or

E. Maintaining such sign or signs on any property or Lot owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of the Lots; or

F. Recording Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

G. Modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Property or utilizing all or portions of the Common Property for construction access or staging (provided that same does not impair existing platted access (as shown on any recorded Plats) or utility services to the Lots); or

H. Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

Section 17.02 Amendment. This Article may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Association Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section, the term “**Declarant**” shall include any “**Lender**” which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Article, which are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Association Documents, shall terminate upon Declarant no longer owning any portion of the Property (and having any equitable or legal interest therein) or upon such earlier date as Declarant shall notify the Association in writing of Declarant’s voluntary election to relinquish the aforesaid rights and privileges.

ARTICLE XVIII

GENERAL PROVISIONS

Section 18.01 Conflict With Other Association. In the event of any conflict between the provisions hereof and the provisions of the Articles, Bylaws, or rules and regulations promulgated by the Association, the provisions of this Declaration shall supersede and control. In the event of any conflict between the provisions of the Articles and the provisions of the Bylaws or rules and regulations promulgated by the Association, the provisions of the Articles shall supersede and control. In the event of any conflict between the provisions of the Bylaws and the provisions of the rules and regulations promulgated by the Association, the provisions of the Bylaws shall supersede and control.

Section 18.02 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the United States address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Townhome owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 10192 Dowden Road, Orlando, Florida 32832 or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 10192 Dowden Road, Orlando, Florida 32832, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 18.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration is intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa. The term “**include**” and similar terms (e.g., includes, including, included, comprises, comprising, such as e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not limitation.

Section 18.04 Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of Property known as the “**rule against perpetuities**” or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 18.05 Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 18.06 Delegation. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 18.07 Rights of Mortgagees.

A. **Right to Notice.** The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Association Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Townhome upon written request to the Association.

B. **Rights of Listed Mortgagee.** Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a “**Listed Mortgagee**”) of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
- (2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Association Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. **Right of Listed Mortgagee to Receive Financial Statement.** Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 18.08 Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- a. the collection of Assessments;

- b. the collection of other charges which Owners are obligated to pay pursuant to the Association Documents;
- c. the enforcement of the use and occupancy restrictions contained in the Association Documents;
- d. dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4ths] of the Owners); or
- e. filing a compulsory counterclaim.

Section 18.09 Compliance with Provisions. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such Property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 18.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DECLARANT, THE ASSOCIATION AND ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARB MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND

UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ARB, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ARB, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 18.11 Owners' Views. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT, OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH THE EXISTING OR FUTURE VIEWS THAT WILL BE AVAILABLE TO OWNERS. EACH OWNER BY ITS PURCHASE OF A HOME OR A LOT ASSUMES THE RISK OF VIEW RESTRICTIONS CAUSED BY MATURATION OF TREES AND SHRUBBERY AND THE CONSTRUCTION OF ANY IMPROVEMENTS.

Section 18.12 Covenant Running With The Land. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Townhomes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Declarant and subsequent Owner(s) of the Townhomes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Townhomes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Townhome, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 18.13 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 18.14 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE

BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18.15 Association and Declarant as Attorney-In-Fact. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Townhome, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Community by Declarant (hereinafter, collectively, “**Modifications**”) and, in respect thereto, each Owner of a Lot and occupant of a Townhome hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such Owner’s Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of the Community, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner’s agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 18.15 may not be amended without Declarant’s prior written consent.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and Joined in by the Association as of the date first written above.

DECLARANT:

WITNESSES AS TO DECLARANT:

THE VINEYARDS TOWNHOMES, LLC, a
Florida limited liability Company

By: Richard Maugeri

Name: Richard Maugeri

Title: Manager

Dave Sanse
Signature
Print Name: Dave Sanse

Jenine Perrone
Signature
Print Name: Jenine Perrone

ASSOCIATION:

WITNESSES AS TO ASSOCIATION:

**THE VINEYARDS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**, a
Florida corporation not for profit

Dave Sanse
Signature
Print Name: Dave Sanse

Jenine Perrone
Signature
Print Name: Jenine Perrone

By: Richard Maugeri
Name: Richard Maugeri
Title: President

(SEAL)

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

STATE OF FLORIDA)
) SS
 COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to make acknowledgments, the foregoing instrument was acknowledged before me by Richard C Maugeri, the Manager of **THE VINEYARDS TOWNHOMES, LLC**, a Florida limited liability Company, freely and voluntarily under authority duly vested in him. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 2023

Melissa A Tardella
 Notary Public, State of Florida
Melissa A Tardella
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires:
5/23/24



STATE OF FLORIDA)
) SS
 COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard C Maugeri, the President of **THE VINEYARDS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, freely and voluntarily under authority duly vested in him. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 2023.

Melissa A Tardella
 Notary Public, State of Florida
Melissa A Tardella
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires:
5/23/24



Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

SCHEDULE OF EXHIBITS

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Articles of Incorporation of the Association

Exhibit “C” – Bylaws of the Association

Exhibit “D” – Rules and Regulations

Exhibit “E” – District Permits

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

EXHIBIT "A"**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID **HOME** ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,667 SQUARE FEET (14.2486 ACRES), MORE OR LESS.

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

LOTS 1, 2 AND 3, BLOCK 20, MASON AND CARSWELL SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THE SOUTHERLY 20 FEET USED FOR DRAINAGE, BEING ALSO DESCRIBED AS BLOCKS 13, 14, 15, 16 AND 17, HOME ACRES SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM ALL OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, AND EXCEPTING THEREFROM THAT PORTION OF SAID TRACT LYING EASTERLY OF A NORTH-SOUTH DRAINAGE DITCH WHICH LIES EASTERLY OF THE PRESENT HOUSE AS LOCATED AND KNOWN AS THE WILSON RESIDENCE. THE EXCEPTIONS MENTIONED AS LYING EASTERLY OF SAID DRAINAGE ARE THOSE FOUR (4) PARCELS DEEDED TO WOFF, HAYES, AND MOSTERT, AND RECORDED IN DEED BOOK 326, AT PAGES 381 AND 383, AND IN DEED BOOK 354 AT PAGE 426, AND IN DEED BOOK 360 AT PAGE 270, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DITCH AS DESCRIBED EXTENDS SOUTHERLY FROM 6TH STREET TO THE EAST-WEST DRAINAGE CANAL AT THE SOUTH END OF THIS ENTIRE TRACT AFOREMENTIONED. THIS DESCRIPTION AND TRANSFER IS ALSO SUBJECT TO A 40 FOOT RIGHT-OF- WAY FROM SIXTH STREET EXTENDING SOUTHERLY TO THE SOUTH LINE OF SAID BLOCK 16 OF SAID HOME ACRES SUBDIVISION, SHOWN AS "CEDAR STREET", SAID RIGHT-OF-WAY IS FOR INGRESS AND EGRESS, AND DESCRIBED IN DEED FROM WILSON TO WRENN, AS RECORDED IN OFFICIAL RECORDS BOOK 27, PAGE 537, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID LAND LYING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 620,667 SQUARE FEET (14.2486 ACRES), MORE OR LESS.

EXHIBIT "B"
ARTICLES OF INCORPORATION
OF
THE VINEYARDSTOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(a Florida Corporation Not For Profit)

(see attached)

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

EXHIBIT "C"
BYLAWS
OF
THE VINEYARDSTOWNHOMES HOMEOWNERS ASSOCIATION, INC.

(SEE ATTACHED)

Attachment: Declaration of Covenants and Restrictions (4323 : Vineyards Final Plat)

EXHIBIT “D”**RULES AND REGULATIONS**

To be promulgated by the Board of Directors as amended, from time to time.

EXHIBIT “E”**DISTRICT PERMITS**

[Full copy of Permit follows]

The Vineyards





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

**City Commission
Ordinance**

MEETING DATE: November 14, 2023
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from MXZ (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And SECOND READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from B-5 (Heavy Commercial) Volusia County, to CC-1 (Commercial Corridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**

NUMBER: 2023-O-3065
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

1872 and 1888 N NOVA ROAD CPA AND REZONE - Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and,

An Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

BACKGROUND

The Applicant petitioned for the parcels in question to be annexed into the City of Holly Hill and at its regular meeting on September 26, 2023, the City Commission voted unanimously to approve the annexation. The property now needs to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Volusia County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

PROJECT**INFORMATION**

Size of Property: The total property is approximately .83 Acres +/-

Legal Description and Parcel Identification Number: 4242-31-01-0290 and 4242-31-01-0291 per Property Appraiser. (Exhibit A)

General Location: The property is generally located about 275 feet south of Flomich Street between N Nova Road and Old Kings Road. (Location Map Exhibit B).

Frontage: The property has frontage along N. Nova Road and Old Kings Road.

Access: Vehicular access will be provided via the abutting rights-of-way.

Aerial Photography: (See MAPS)

Existing Development: The area is comprised of two parcels. One parcel is vacant and the other contains an office.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use Zone) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). (See MAPS)

Zoning: Current Zoning is B-5 (Heavy Commercial) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (See MAPS)

Floodplain Impacts: Based on FEMA map analysis, the property is not in a Special Flood Hazard Area (SFHA).

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

<u>ZONING</u>	<u>AND</u>	<u>LAND</u>	<u>USES</u>
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See the attached sheet labeled "Zoning and Land Use Table."

PROJECT**ANALYSIS**

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required.

Impacts to traffic are shown in the attached report titled "Traffic Statement." Based on the 11th generation Trip Generation a total of 688 daily, 96 AM peak hour, and 167 PM Peak hour trips will be generated from the highest intensity use for the proposed land (Strip Retail Plaza). No

increase is seen from the request in zoning and land use change. The 688 anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not require a full TIA study to be conducted.

Impacts to potable water and waste water are shown in the attached report titled, "Utility Demand Report" and show that current levels of service will not be adversely affected.

Stormwater Management: Any additional development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and is estimated to have excess capacity through 2052.

CONSISTENCY WITH URBAN SPRAWL RULE

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not meet any of the key urban sprawl indicators. This amendment generally promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the General Commercial Development future land use, at an F.A.R. of 1.95.

Current development is within this limitation and any future development on the subject parcel will be required to comply with this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

Current development is consistent with the comprehensive plan and any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners." It goes on to state: "Retail commercial, office use, and even some residential, normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses."

Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this highly commercialized area along Nova Road. The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

This amendment promotes infill development for this location. The property is located on Nova Road which is classified in the City's Comprehensive Plan as a Principal Arterial. The parcel is surrounded on three sides by commercial development.

- Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the City's tax base.

Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category

The predominant zoning category applied along the west side of Nova Road north of 15th Street and south of Flomich Street is CC-1(Commercial Corridor District) and B-4 (Highway Business District). The existing business and property that abut the parcels under review is zoned CC-1. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district and the general intent of the land development regulations.

STAFF

RECOMMENDATION

Adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

and;

Adopt the proposed Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

ATTACHMENTS:

- CPA and Rezone Application (PDF)
- PA Info Card - 1872 N Nova Rd (PDF)
- PA Info Card - 1888 N Nova Rd (PDF)
- EXHIBIT A (PDF)
- EXHIBIT B (PDF)
- MAPS (PDF)
- Zoning and Land Use Table (PDF)
- Zoning and FLU Descriptions (PDF)
- Traffic Statement (PDF)
- Utility Demand Report (PDF)
- Survey (PDF)

HISTORY:

10/24/23

City Commission

APPROVED AT 1ST READING

Next: 11/14/23

Brian Walker, City Planner briefly went through his staff report and informed the Vice-Mayor and Commissioners that this item will be presented as one, however, each Ordinance will be voted on separately. This agenda item is for 1872 and 1888 N Nova Road CPA an Rezone to

consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and an Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1872 N Nova Road and 1888 N Nova Road. The applicant petitioned for the parcels in question to be annexed into the City of Holly Hill and at its regular meeting on September 26, 2023, the City Commission voted unanimously to approve the annexation. The property now needs to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan. Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Jessica Gow from Cobb Cole Law firm in Daytona Beach was present on behalf of the applicant for any questions the Commission might have.

Vice-Mayor opened public participation. No one spoke.

ORDINANCE 3065

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3065, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL,** Commissioner Currie.*

PASSED, 5-0.

ORDINANCE 3066

*Commissioner Johnson made a motion to **ADOPT ORDINANCE 3066, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL,** seconded by Commissioner Currie.*

PASSED, 5-0.

Ordinance No. 2023-3065

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND SECOND READING - ORDINANCE 3066 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation

for the parcel described in Attachment “A” and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 1872 N Nova Road having parcel number 424231010290 and 1888 N Nova Road Old Kings Road having parcel number 424231010291 as described in Attachment A, as General Commercial.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and the Volusia Growth Management Commission, as required by law.

SECTION 3. The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 14th day of NOVEMBER, 2023 for second and final reading.

ATTACHMENT "A"

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 I

N 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

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment “A” as CC-1 (Commercial Corridor District.)

SECTION 2. Development of the property described in Attachment “A” shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. This ordinance shall become effective following approval of the future land use map amendments designated as CPA-2023-03, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 14th day of NOVEMBER, 2023 for second and final reading.

ATTACHMENT "A"**LEGAL DESCRIPTION:**

A PORTION OF THE FOLLOWING: THE SOUTHERLY 20 FEET OF LOT 30, LOT 29, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S25°48'33"E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 180.00 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 ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 195.00 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE WESTERLY MOST CORNER OF LOT 28, BLOCK 1; THENCE N64°14'23"E FOR A DISTANCE OF 229.12 FEET; THENCE N50°09'43"W ALONG THE SOUTHWESTERLY BOUNDARY OF NORTH NOVA ROAD AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3742, PAGE 550 FOR A DISTANCE OF 214.13 FEET; THENCE S64°14'23"W FOR A DISTANCE OF 140.81 FEET TO THE POINT OF BEGINNING.



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Verdego SSCPA and Rezoning
 PARCEL ID #(S): 4242-31-01-0290 and 4242-31-01-0291
 LOCATION: 1872 and 1888 N. Nova Road, Daytona Beach, FL 32117
 EXISTING USE(S): business building on 1872 and 1888 is vacant - parking
 PROPOSED USE(S): same
 TOTAL ACREAGE: _____
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: Vol Co B-5(3) PROPOSED ZONING: CC-1 and B-4
 CURRENT FUTURE LAND USE: Vol Co MXZ PROPOSED FUTURE LAND USE: General Commercial

APPLICANT INFORMATION:

Name: Cobb Cole/Jessica L. Gow, Esquire E-Mail: Jessica.Gow@CobbCole.com
 Address: 149 S. Ridgewood Avenue, Suite 700 Daytona Beach, FL 32114 Phone: 386/323-9225
 Company: Cobb Cole Fax: 386/323-9207
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: LFC Holdings FC, LLC E-Mail: Jessica.Gow@CobbCole.com
 Address: 39 Audobon Lane, Flagler Beach, FL 32136 Phone: 386/323-9225
 Fax: 386/323-9207

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: CPA and Rezone Application (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

 X APPLICANT OWNER CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☒ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☒ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,400

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ MAJOR AMENDMENT TO EXISTING PD \$1,250
☐ MINOR AMENDMENT TO EXISTING PD \$400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)



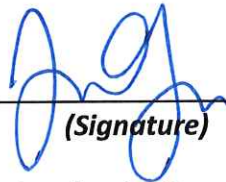
1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER*)
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____


(Signature)

Jessica L. Gow, Esquire
(Print)


(Date)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194802

Parcel ID: 424231010290

LFC HOLDINGS FC LLC

1872 N NOVA RD, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3194802
Parcel ID:	424231010290
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0290
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1872 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1700 - OFFICE 1 STORY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO LANDSCAPE
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1872 N Nova Rd (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194811

Parcel ID: 424231010291

LFC HOLDINGS FC LLC

1888 N NOVA RD, DAYTONA BEACH, FL

Parcel Summary

Alternate Key:	3194811
Parcel ID:	424231010291
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0291
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1888 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1000 - VACANT COMM
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO-PARKING LOT
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1888 N Nova Rd (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

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

Attachment: EXHIBIT A (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ord. No. 3065 & 3066)

**EXHIBIT B
PROPERTY LOCATION MAP**

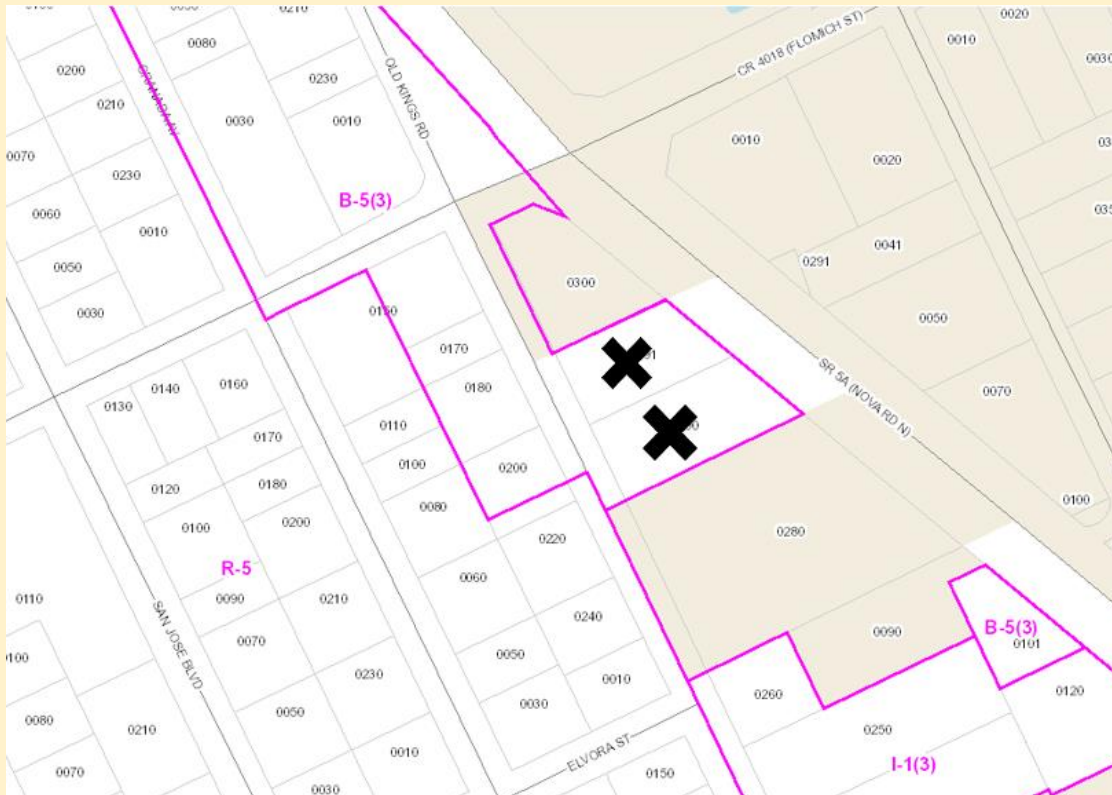


Attachment: EXHIBIT B (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Aerial – Parcels under consideration are marked with **X**



Parcels (marked with X) currently have Volusia County B-5 Zoning



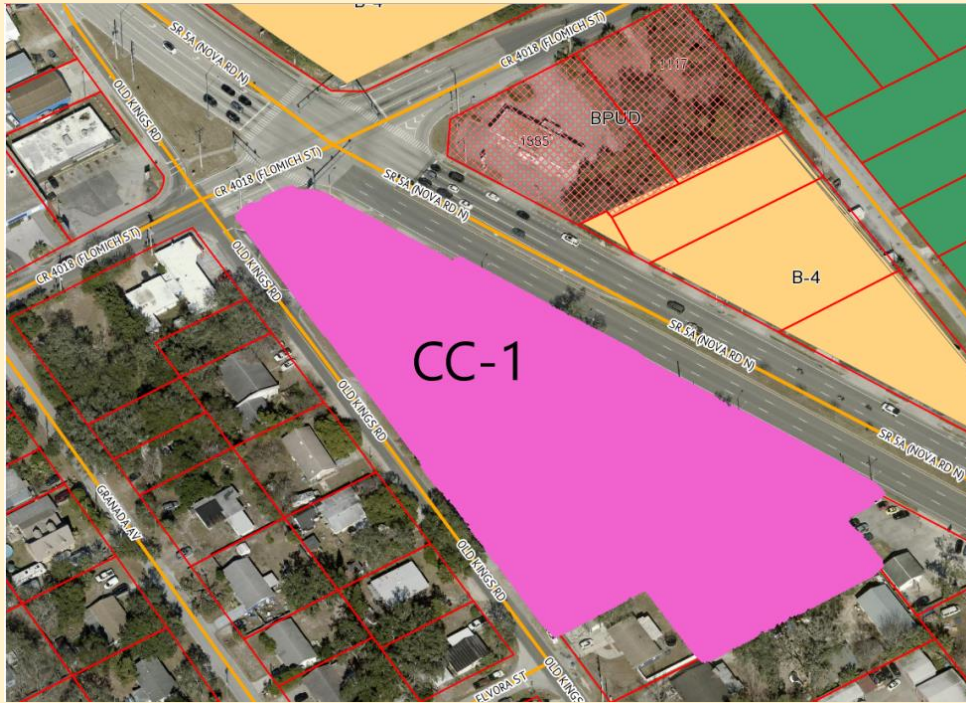
Parcels (marked with X) currently have Volusia County MXZ Future Land Use



Current Zoning Map of the Area



Proposed Zoning Map



Current FLU Map



Proposed FLU Map



Table 1: Land Use and Zoning Table

1872 and 1888 N. Nova Road

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Office and Vacant Lot	MXZ	B-5 Volusia County
North	Commercial Development	Commercial	CC-1 (Holly Hill)
South	Commercial Development	Commercial	CC-1 (Holly Hill)
East	N. Nova Road & Commercial & Multi-family Development	Commercial	B-4 and BPUD (Holly Hill)
West	Mistletoe Drive and Single-Family Residential	UMI	R-5 (Volusia County)

FUTURE LAND USES

CURRENT FLU

MIXED USE ZONE (MXZ) - VOLUSIA COUNTY - an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed-use zones; Existing and Planned.

(a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses.

This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size.

An Existing Mixed-Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

PROPOSED FLU

GENERAL COMMERCIAL (HOLLY HILL)

General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

ZONING DISTRICTS

CURRENT ZONING

B-5 HEAVY COMMERCIAL (VOLUSIA COUNTY)

This classification is to provide areas for commercial uses and structures that are not generally compatible with B-4 uses and structures. Minimum 1 acre per lot.

PROPOSED ZONING

CC-1, COMMERCIAL CORRIDOR DISTRICT

Sec. 114-591. - Scope.

This division shall apply to the CC-1 commercial corridor district.

Sec. 114-592. - Intent.

The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area; to promote functionally efficient and visually attractive open spaces along the street and between buildings; and to promote the efficient use of Ridgewood Avenue and to minimize the deleterious effects of vehicle turning movements on its traffic-carrying capacity through reasonable access controls.

Sec. 114-593. - Permitted principal uses and structures.

Permitted principal uses and structures in the CC-1 district are as follows:

- (1) Administrative offices.
- (2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (3) Adult day care centers.
- (4) Banks and savings and loans.
- (5) Barbershops.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Beauty salons.
- (8) Business services.
- (9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.
- (10) Child day care centers.
- (11) Civic, fraternal and service organizations.
- (12) Clubs, private.
- (13) Convenience grocery stores.
- (14) General office uses.
- (15) Hospitals.
- (16) Hotels/motels.
- (17) Houses of worship.
- (18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.
- (19) Manufacturing (light industrial).
- (20) Marinas.
- (21) Medical and dental clinics.
- (22) Miniwarehouses.
- (23) Motor vehicle sales and rentals.
- (24) Newsstands.

- (25) Personal services.
- (26) Prescription pharmacies.
- (27) Professional services offices.
- (28) Public uses.
- (29) Public utility uses and structures.
- (30) Recreational vehicles and equipment sales (including boat sales).
- (31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).
- (32) Rest and convalescent homes.
- (33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (34) Retail sales and services.
- (35) Retail specialty shops.
- (36) Self-service laundromats.
- (37) Shopping centers.
- (38) Veterinary clinics.
- (39) Warehousing and distribution.
- (40) Motor vehicle and marine sales, services, parts and repair.
- (41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

June 6th, 2023

Brian M. Walker, AICP, Community Development Director

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

386-248-9424

RE: Parcels: 4242-31-01-0290 & 4242-31-01-0291

Trip Generation Statement

Dear Mr. Walker,

The proposed project consists of the rezoning, comprehensive plan amendment and Annexation of Parcels 4242-31-01-0290 and 4242-31-01-0291 from Unincorporated Volusia County to City of Holly Hill. Expected trip generation changes for the site is as follows:

FLU	Description / ITE Code	UNIT	ITE Vehicle Trip Generation Rates							
			DAILY	AM	AM In	AM Out	PM	PM In	PM Out	Pass-By
VC - MIXED USE	STRIP RETAIL PLAZA (822)	KSF	54.45	7.60	50%	50%	13.24	55%	45%	0%
HH - GEN RET COMM	STRIP RETAIL PLAZA (822)	KSF	54.45	7.60	50%	50%	13.24	55%	45%	0%
ACTUAL USE	SPECIALTY TRADE (180)	KSF	9.82	1.98	77%	23%	2.18	38%	62%	0%

	Existing Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	STRIP RETAIL PLAZA (822)	12.63	688	96	48	48	167	92	75	0
	Total Existing	12.63	688	96	48	48	167	92	75	0

	Proposed Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	STRIP RETAIL PLAZA (822)	12.63	688	96	48	48	167	92	75	0
	Total Proposed	12.63	688	96	48	48	167	92	75	0

	Actual Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	SPECIALTY TRADE (180)	1.56	15	3	2	1	3	1	2	0
	Total Actual	1.56	15	3	2	1	3	1	2	0

*ASSUME 35% Max Building Area

The current FLU is Volusia County MIXED USE with the proposed FLU being City GENERAL RETAIL COMMERCIAL. Maximum ITE codes were used to properly estimate the maximum expected trips given the requested use and zoning and the parcel size, shape, and location.

The two ITE Codes used in the chart are **(822) Strip Retail Plaza** and **(180) Specialty Trade Contractor**. The existing and proposed land use and zoning allow for the same uses of the property, therefore, the maximum building percentage of 35% was used to estimate trip generation for the Existing and Proposed

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

scenarios. A third calculation table was provided to show the actual use of the project today (VerdeGo Landscaping).

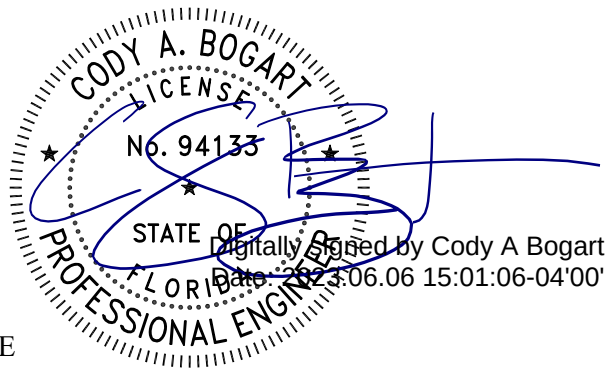
Based on the 11th generation Trip Generation a total of 688 daily, 96 AM peak hour, and 167 PM Peak hour trips will be generated from the highest intensity use for the proposed land (Strip Retail Plaza). No increase is seen from the request in zoning and land use change. The 688 anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not constitute a full TIA study to be conducted.

As the table above shows, the actual use of the current business on site is a "Specialty Trade Contractor" use that generates an estimated 15 daily, 3 AM peak hour, and 3 PM Peak hour trips.

If you have any questions or need additional information, please feel free to call or email me at Cody@Newkirk-Engineering.com.

Sincerely,

Newkirk Engineering, Inc.



Cody Bogart, PE
Project Engineer



Land Use: 822

Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k)

(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

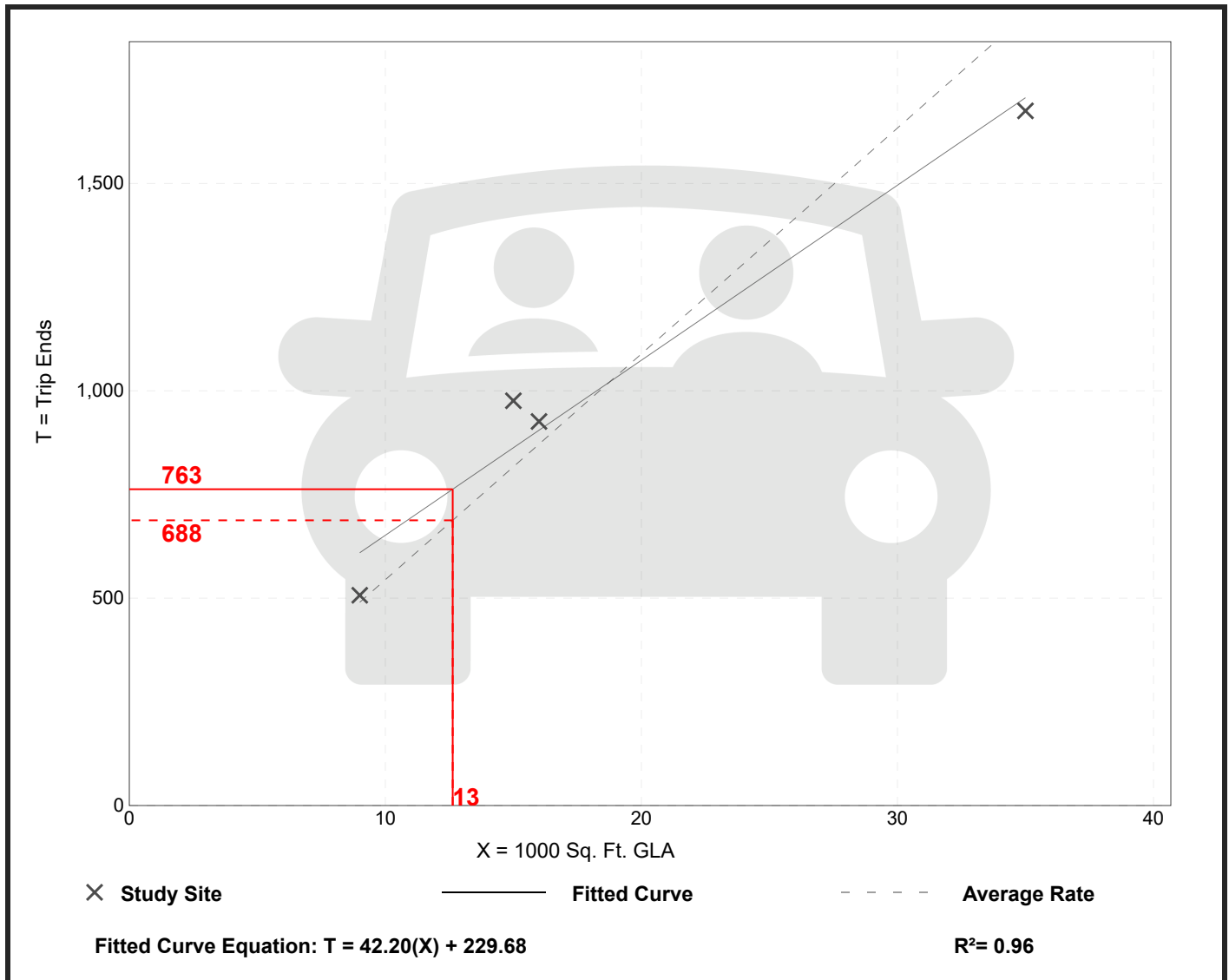
Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation

Caution – Small Sample Size



Strip Retail Plaza (<40k)

(822)

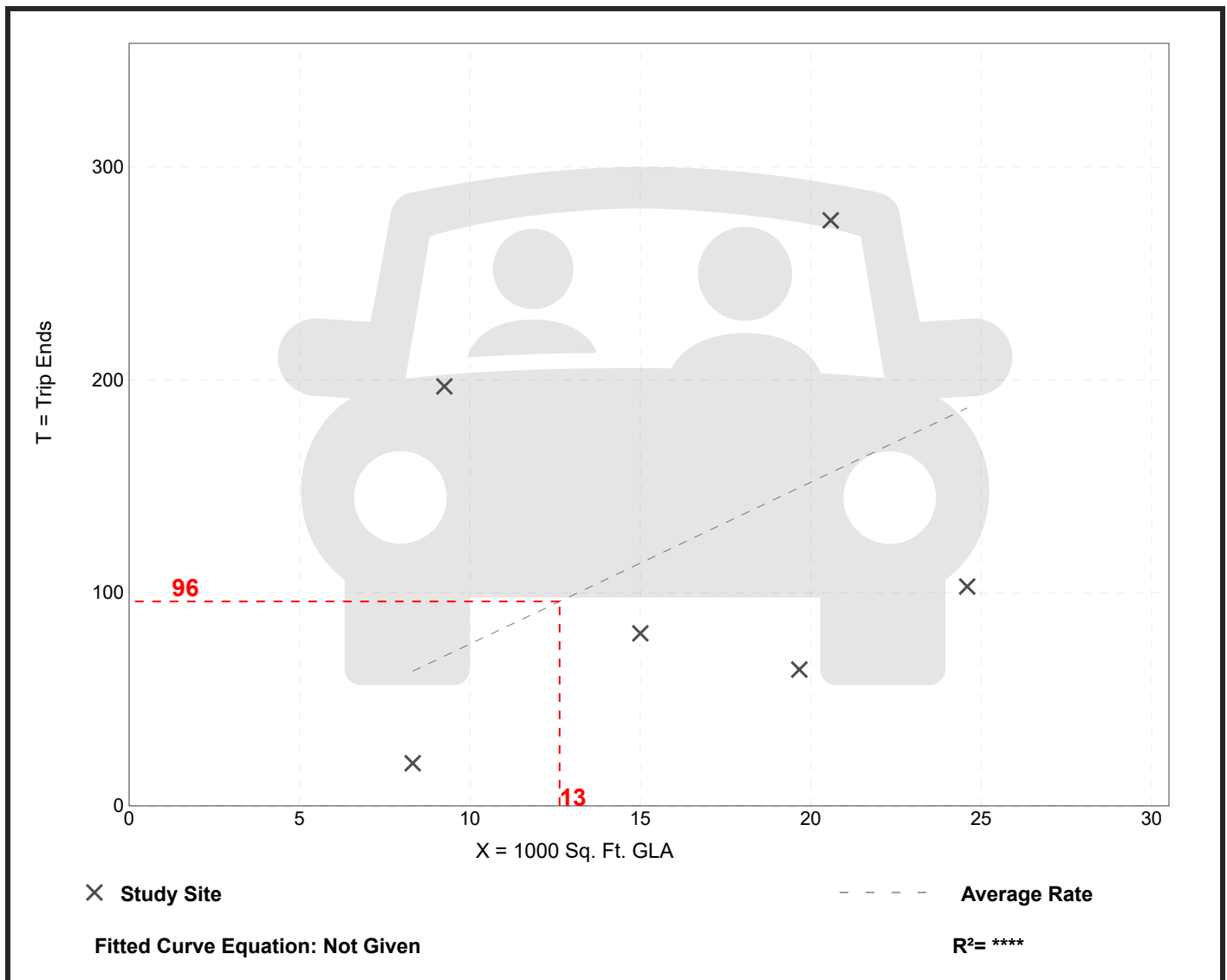
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GLA: 16
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
7.60	2.40 - 21.30	6.45

Data Plot and Equation



Strip Retail Plaza (<40k)

(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
PM Peak Hour of Generator

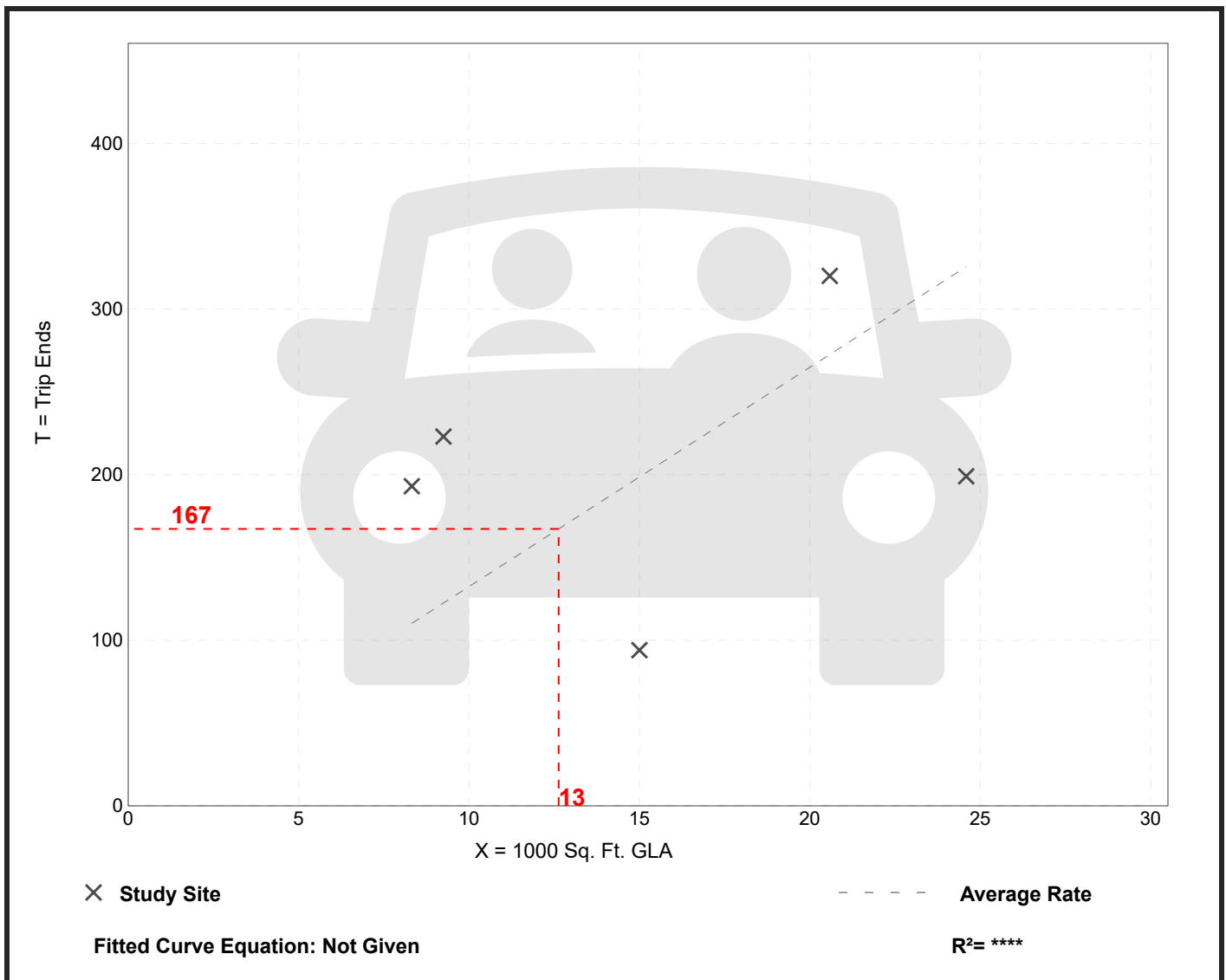
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 16
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
13.24	6.27 - 24.11	7.40

Data Plot and Equation

Caution – Small Sample Size



Land Use: 180

Specialty Trade Contractor

Description

A specialty trade contractor is a business primarily involved in providing contract repairs and services to meet industrial or residential needs. This land use includes businesses that provide the following services: plumbing, heating and cooling, machine repair, electrical and mechanical repair, industrial supply, roofing, locksmith, weed and pest control, and cleaning.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 2010s in Texas.

Source Numbers

889, 890

Specialty Trade Contractor (180)

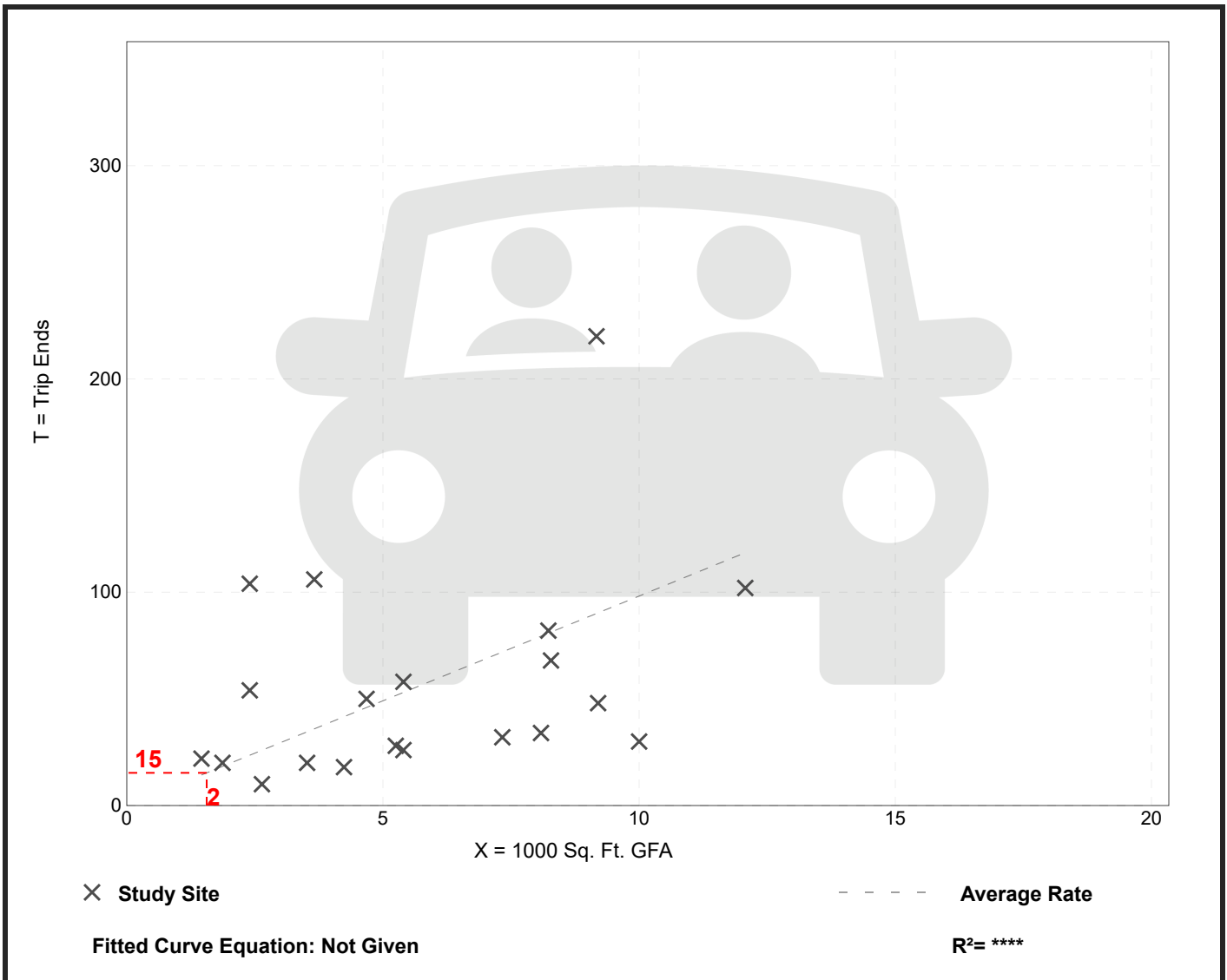
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.82	3.00 - 43.33	8.56

Data Plot and Equation



Specialty Trade Contractor (180)

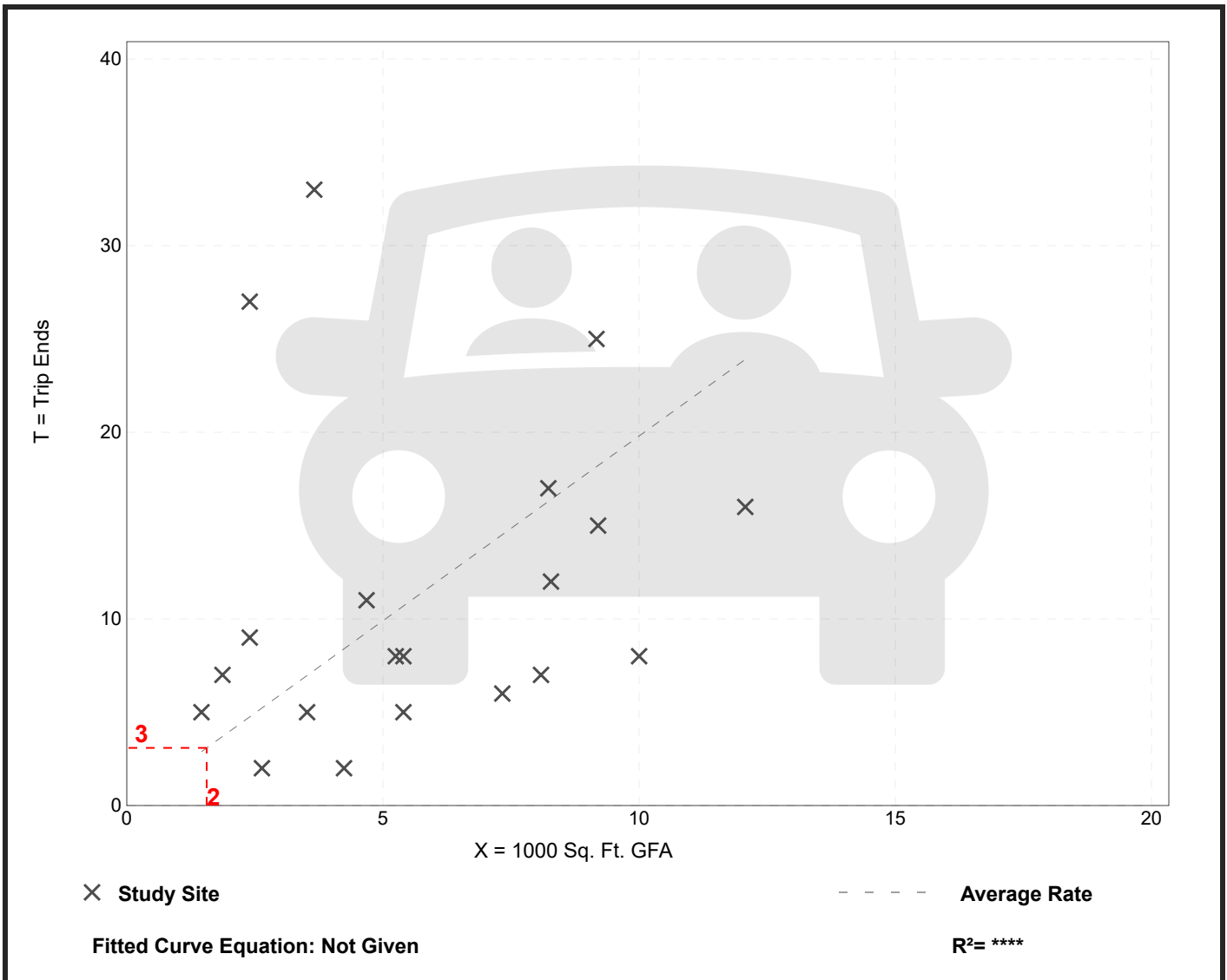
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 77% entering, 23% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.98	0.47 - 11.25	2.08

Data Plot and Equation



Specialty Trade Contractor (180)

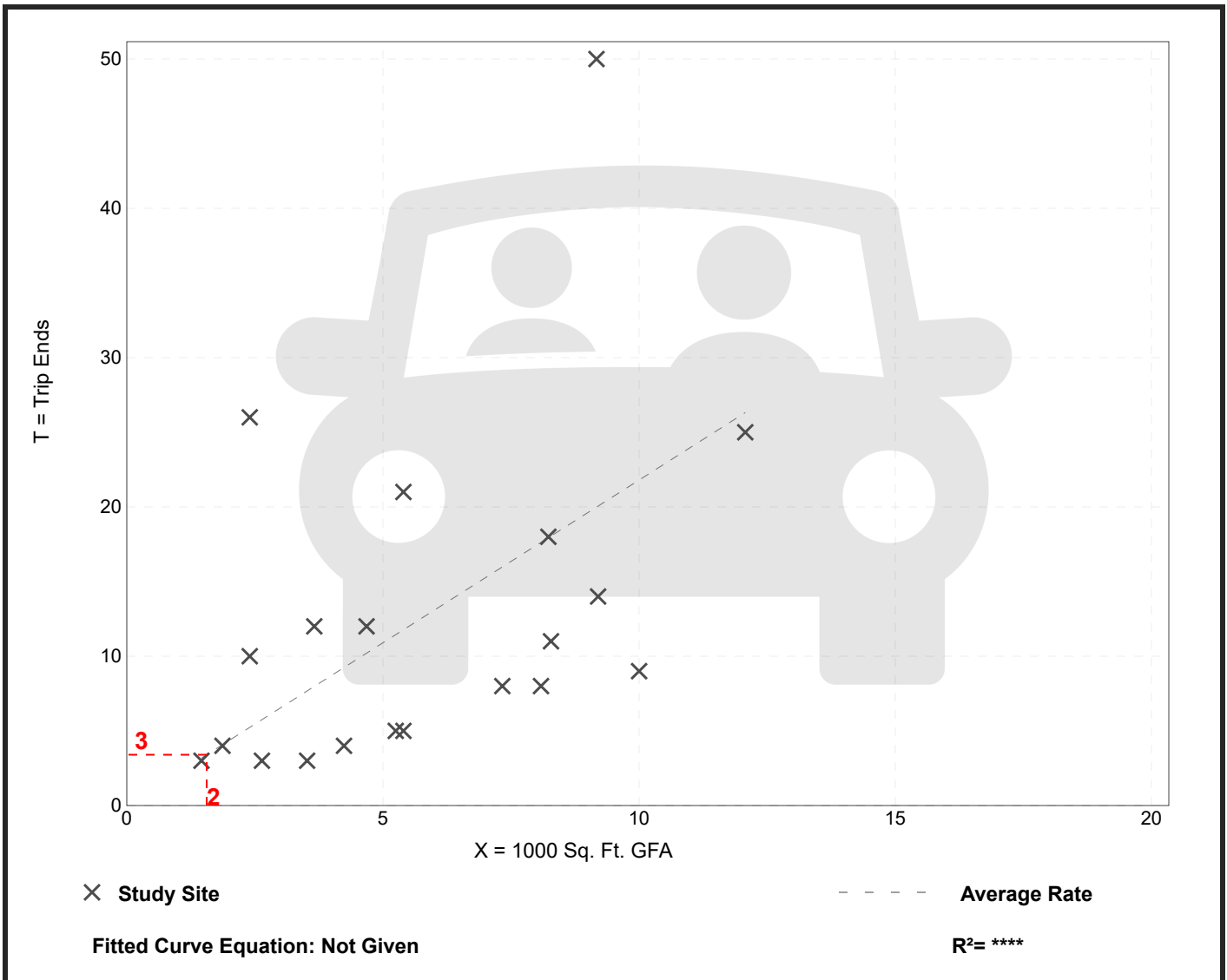
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 38% entering, 62% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.18	0.85 - 10.83	1.88

Data Plot and Equation





NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 14th, 2023

Brian M. Walker, AICP, Community Development Director

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
386-248-9424

RE: Parcels: 4242-31-01-0290 & 4242-31-01-0291
Utility Demand Statement
Water, Sewer, Stormwater, & Solid Waste

Dear Mr. Walker,

Submitted is a Utility Demand Calculation for the above referenced project which proposes the rezoning, comprehensive plan amendment and Annexation of Parcels 4242-31-01-0290 and 4242-31-01-0291 from Unincorporated Volusia County to City of Holly Hill.

Water & Sewer

The FDEP demand calculations show the water and sewer demands in accordance with the Holly Hill and FDEP rates. With the proposed parcel annexation and rezoning, there are no anticipated changes in the average or peak daily flow rates. The anticipated maximum gross building area is the same for a potential development on these parcels. The actual property building use is substantially lower than the calculations shown.

NOVA RD FLOW DETERMINATIONS FOR FDEP APPLICATIONS				
AVERAGE DAILY FLOW				
ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	12,630	4,218
ERU COMBINED ERU's				
Combined Above ERU's =				4,218
Fixture Units for Establishments (Uses) not listed in above tables =				0
Additional ERU's Based on Remaining Unit Fixtures =				0.000
Total Combined ERU's =				4,218
Is Sanitary Sewer applicable to the project (enter Y or N)? =				Y
Sewer Multiplier =				0.75
AVERAGE DAILY FLOW (ADF)				
Water = ERU x 300 GPD			1,266	GPD
Sewer = Water ADF * Sewer Multiplier =			949	GPD
MAXIMUM DAILY FLOW				
Water = 2 x ADF =			2,531	GPD
Sewer = 2 x ADF =			1,898	GPD
PEAK HOURLY FLOW				
Water = 4 x ADF =			3.5	gpm
Peak Factor =			4.0	
Sewer = Peak Factor x ADF =			2.6	gpm

Stormwater

There is no existing maximum impervious site coverage for the site as per the Volusia County municipal code for a property in B-5 zoning. The proposed change in zoning will be from Volusia County B-5 to Holly Hill CC-1. The maximum site coverage for a property in CC-1 zoning in Holly Hill is 75% of the total site area. However, due to landscape buffer requirements, the maximum buildable impervious area is 71.8%. This maximum impervious area (71.8%) will govern the stormwater runoff calculation. This percentage is reflected in the "C" value in the calculations and as a result, equal runoff is produced. The rainfall intensity used for this calculation is 9 inches per hour in both the existing and proposed calculations. The drainage area "A" is equivalent to the total site area. The proposed site will not cause adverse impacts due to storm water by following Holly Hill, FDOT, and SJRWMD Regulations.

EXISTING CONDITIONS

$$Q = CiA$$

Q	=	Runoff (acre-ft)
C	=	Runoff Coefficient
i	=	Rainfall Intensity (in/hour)
A	=	Drainage Area (ac)
Q	=	(0.718)(9.0 in/hr)(0.828 ac)
Q	=	0.445 acre-ft

PROPOSED CONDITIONS

$$Q = CiA$$

Q	=	Runoff (acre-ft)
C	=	Runoff Coefficient
i	=	Rainfall Intensity (in/hour)
A	=	Drainage Area (ac)
Q	=	(0.718)(9.0 in/hr)(0.828 ac)
Q	=	0.445 acre-ft

As the maximum buildable area of the total site has not increased nor decreased in comparison to existing conditions, the runoff will remain the same for proposed conditions.

Solid Waste

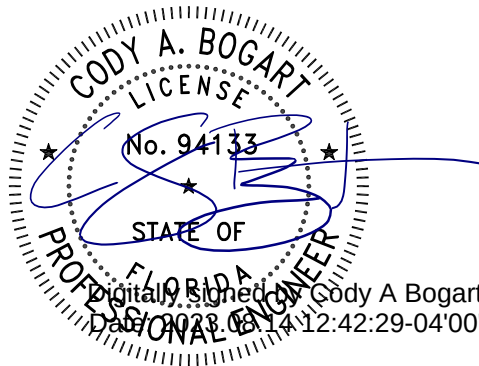
Due to the uses listed in the zoning and land use requested, the site can be served by a single or double dumpster location like most commercial locations. No toxic byproducts or materials waste is expected to stem from uses allowed in this zoning. It is the owners responsibility to coordinate with the city and its contractors for proper removal of solid waste products.

If you have any questions or need additional information, please feel free to call or email me at Cody@Newkirk-Engineering.com.

Sincerely,

Newkirk Engineering, Inc.

Cody Bogart, PE
Project Engineer



LEGAL DESCRIPTION:

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.

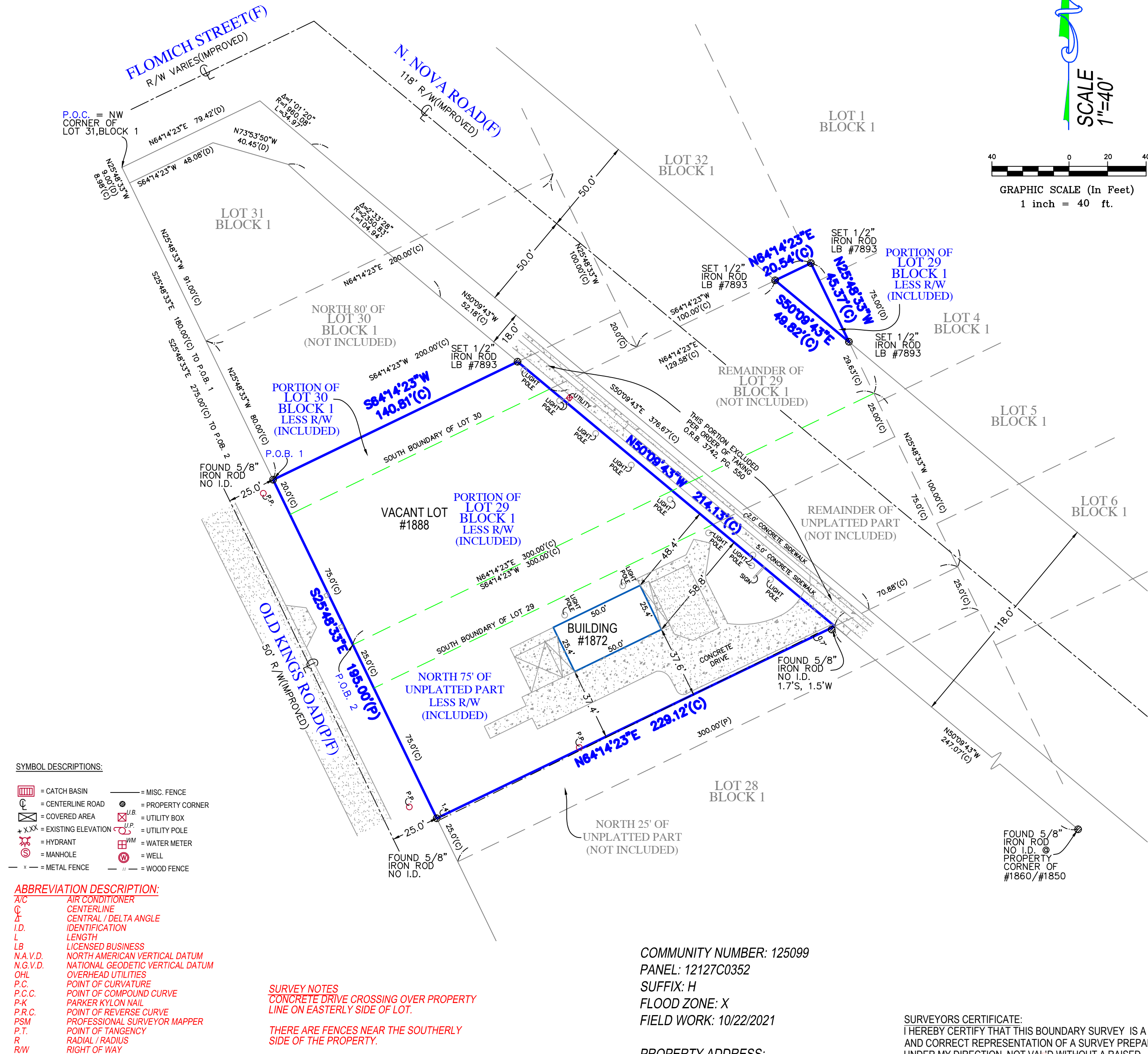
MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGINNING, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 100 FEET ALONG 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; THENCE 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

CERTIFIED TO:
COVENANT CLOSING & TITLE SERVICES

REVISIONS:
4/3/23 - ADDED MEETS AND BOUNDS

PAGE 1 OF 1

BOUNDARY SURVEY



GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNRECORDED PORTIONS OF EASEMENTS, FOUNDATIONS OR OTHER ENCUMBRANCES ARE NOT SHOWN ON THE PLAT.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED.

LB #7893
SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

TARGET
SURVEYING, LLC

- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 7) ELEVATIONS ARE BASED UPON N.G.V.D. UNLESS OTHERWISE NOTED.
- 8) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF IMPROVEMENTS OVER SCALED POSITIONS.