

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JANUARY 24, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION

- 1. Presentation by Fleet Manager Proposing a 5 Year Vehicle and Equipment Replacement Program
(Requested by Mark Juliano, Public Works)

3. RECESS THE CC MTG & CONVENE AS THE CRA**4. CRA AGENDA**

- 1. Resolution Resolution 2017-R-04 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)
- 2. Resolution Resolution 2017-R-05 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)

5. ADJOURN AS THE CRA & RECONVENE TO THE CC MTG**6. PUBLIC COMMENTS****7. APPROVAL OF MINUTES**

- 1. Minutes - January 10, 2017 - Workshop Session with Fountainhead - MPUD
(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEM (1)

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. WWTP Effluent Pump Replacement
(Requested by Mark Juliano, Public Works)

9. REGULAR AGENDA

1. Resolution Resolution 2017-R-07 A Resolution of City Commission of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)
2. Resolution Resolution 2017-R-08 A Resolution of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
3. 1559 : Marina Grande MPUD - Sixth Amendment
(Requested by Thomas Harowski, Board of Planning and Appeals)
4. The Mirage Replat A Replat of a Portion of the Mirage Subdivision
(Requested by Thomas Harowski, Board of Planning and Appeals)
5. Resolution Resolution 2017-R-09 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Mirage Subdivision Improvement Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
6. Resolution Resolution 2017-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Dredging and Marine Consultants to Provide Construction and Inspection Managements Services for the Sunrise Park South Boat Ramp Improvement Project; and Providing for Severability; and Providing an Effective Date.
(Requested by Mark Juliano, Public Works)
7. Resolution Resolution 2017-R-11 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Purchase of City Vehicles as Outlined in the Fleet Replacement Schedule as Recommended by the Fleet Manager; Authorizing the Appropriation of Additional Funds for Vehicle 841; and Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)

10. 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 Ordinance 2982 An Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 0.38 Acres Identified as Parcel Number 4224-01-04-0092 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. Ordinance Ordinance 2983 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map to Designate the Parcels Identified as 1540 Nova Road as General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

3. Ordinance Ordinance 2984 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Rezoning the Parcels Described in Exhibit "A" from City of Holly Hill Business Planned Unit Development (BPUD) and Volusia County B-5 Heavy Commercial to City of Holly Hill CC-1 Commercial Corridor; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

4. Ordinance Ordinance 2985 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pension and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for Authority to Invest in Private Real Estate; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification and Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

5. Ordinance Ordinance 2986 An Ordinance of the City of Holly Hill, Florida, Volusia County, Relating to Comprehensive Planning; Adopting the Comprehensive Plan Amendments to the Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

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

6. Special Exception for Day Care at 601 8Th Street

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

11. COMMUNICATIONS

A. City Manager and Staff Comments

1. Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)
(Requested by Kurt Swartzlander, Finance)

B. City Attorney Comments

C. Mayor's Comments

D. City Commission Comments

12. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1565)**

Meeting: 01/24/17 07:00 PM

Department: Public Works

Category: Presentation

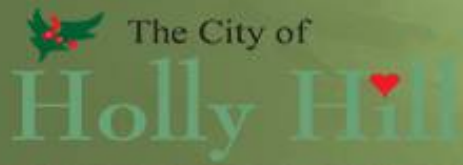
Prepared By: Beth Wrenn

Initiator: Mark Juliano

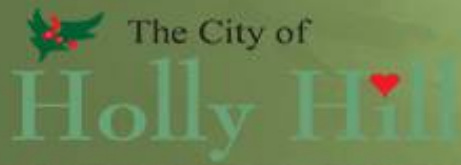
Sponsors:

DOC ID: 1565

Presentation by Fleet Manager Proposing a 5 Year Vehicle and Equipment Replacement Program



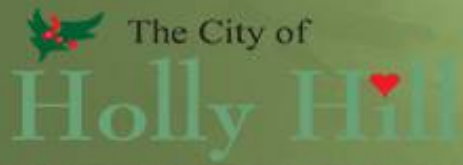
City of Holly Hill Fleet Management FY2016/17



Fleet Overview

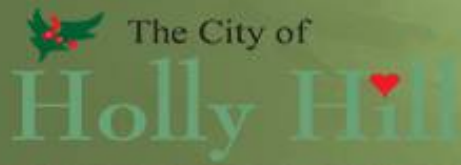
The City's fleet reflects the full-service nature of the City, being comprised of emergency service vehicles, public works equipment and a full variety of vehicles and equipment. Facts and statistics about the City's fleet:

- Fleet size: 135 Vehicles and equipment.(Ave age 15yrs)
- Fleet value: \$7.5 million
- Annual fuel cost \$118,000
- Fleet budget for FY 2016-17 for repairs \$149,100
- Fuel usage: 48,000 gallons gas,5,000 gallons of on road diesel and 3,000 gallons off road diesel per year.
- Approximately 400,000 total miles per year driven.
- Preventive maintenance services and inspections
- Ratio of equipment to technician is 63/1
- 16 Emergency Generators (average age 26 years)
- 65 Pieces of small equipment to support Facilities and inmates lawn crews



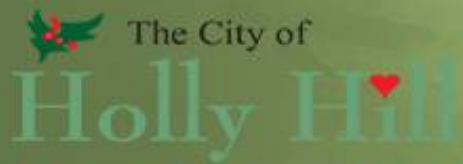
Building and Maintenance

UNIT#	UNIT	Purchased	Year	Mileage	Replacement year	Recommended life expectancy	Estimate cost to replace
838	Ford Ranger Pickup	New	2001	93K	2013	12	\$19,000
841	Ford F-350 Mini-Dump Body	New	2004	70K	2014	10	\$31,000
847	Ford Pickup Truck	New	2002	54K	2014	12	\$28,000
110	Ford Ranger Pickup Truck	New	2004	63K	2016	12	\$19,000
23	Ford F350 Bucket Truck	Used	1981	89K	2016	35	\$120,000
403	Ford Explorer	New	2004	129K	2016	12	\$18,000
938	IHC Bucket Truck	Used	1981	99K	2016	35	\$185,000
751	Ford Stake Body Truck	New	2003	58K	2018	15	\$31,000
758	Ford F-150 Pickup Truck	New	2006	26K	2018	12	\$24,000
135	Ford F-150 Pickup Truck	New	2013	4K	2025	12	\$21,000



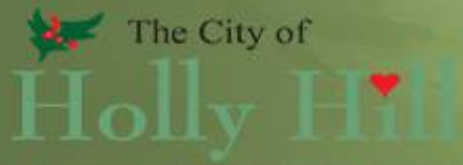
Building, Planning and Code Enforcement 2017

DEPT	UNIT#	UNI	Purchased	Year	Mileage	Replacement year	Recommended life expectancy	Estimate cost to replace
B & Z								
1	602	Ford Explorer	New	2006	175K	2016	10	\$20,000
2	796	Chevrolet Pick up	Used	2008	79K	2020	12	\$20,000
P&I								
1	3	Ford F-150 Pickup Truck (Code Enf)	New	2006	54K	2018	12	\$28,000
2	109	Ford Ranger Pickup Truck	New	2003	62K	2015	12	\$22,000



Storm Water

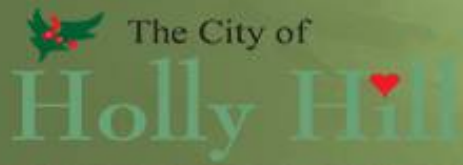
UNIT#	UNIT	Purchased	Year	Mileage	Replacement year	Recommended life expectancy	Estimate cost to replace
47	Chevy Van (On Call)	New	2000	70K	2012	12	\$28,000
756	Ford F-350 Mini-Dump Truck	New	2004	58K	2012	8	\$31,000
835	Chevy Pickup	New	1990	180K	2005	15	\$20,000
869	Vacon Jet Rodder	New	2003	101K	2015	12	\$290,000
7	Ford Taurus	New	2001	57K	2016	15	\$18,000
842	Ford Taurus	New	2001		2016	15	\$18,000
309	Ford Taurus	New	2003	103K	2015	15	\$18,000
596	Ford Explorer (FM96-7)	New	2007	66K	2018	11	\$18,000
764	Ford F-150 Pickup Truck	New	2004	64K	2019	15	\$21,000
864	Int'l Dump Truck	Used	1982	34-36K	2002	20	\$85,000
871	Ford Dump Truck	Used	2005	14k	2025	20	\$32,000
885	IHC Dump Truck (Sludge Truck)	Used	1979	16K	1999	20	\$18,000
141	Sterling Dump Truck (LT7501)	Used	2003	118K	2023	20	\$85,000
906	Ford Escape	New	2009	46K	2024	15	\$19,000
136	Ford F-250 4x4	New	2013	8K	2025	12	\$28,000
896	Ford F550 Crew Cab	New	2012	5K	2032	20	\$75,000
161	Chevy Van (Inmate Van)	New	2016	4K	2026	10	\$29,000
162	Ford Dump Truck	New	2016	3K	2026	10	\$35,000



Storm Water F-350 with dump bed

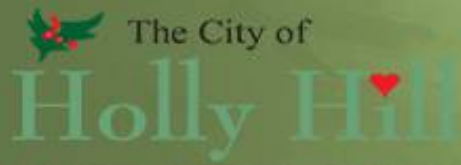
Replacement F-350 mini dump to replace vehicle #756. The cost for the cab and chassis has stayed the same from 2016, but the cost of the service body/dump bed has risen total cost of the vehicle will be \$31,411 an extra \$3,411.





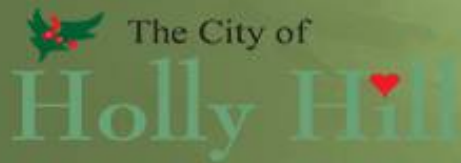
Waste Water

UNIT#	UNIT	Purchased	Year	Mileage	Replacement year	Recommended life expectancy	Estimate cost to replace
32	Jeep Cherokee	New	1993	87K	2008	15	\$26,000
848	Ford F150 Pickup Truck	New	2003	62K	2015	12	\$21,000
763	Ford F-150 Pickup Truck	New	2004	53K	2016	12	\$21,000
140	Ford F350 Pickup Truck	New	2014	5-7K	2026	12	\$32,000



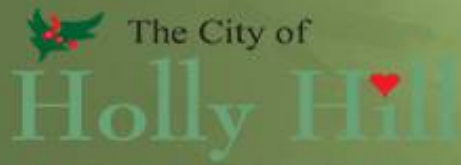
Generators

Priority	UNIT#	Equipment	Purchased	Year	Mileage/Hours	Recommended Replacement	life expectancy
1	G27	Aux. Generator(Well field/Mobile)	New	1985	244 hrs.	2015	30
2	G43	KATO Generator (City Hall)	Used	1984	177 hrs.	2014	30
3	35	Onan Generator (Mobile)	Used	1965	531 hrs.	1995	30
4	G2001	Caterpillar Generator	New	1997	1,804 hrs.	2027	30
5	G52	Shandong Huayuan Generator	Used	2010	253 hrs.	2030	20
6	G44	Olympian Generator (Fire Dept.)	Used	2003	878 hrs.	2033	30
7	G41	Olympia Generator(Mobile)	New	2005	173 hrs.	2035	30
8	G42	Olympia Generator(Mobile)	New	2005	127 hrs.	2035	30
9	G46	Cummins Generator	New	2006	455 hrs.	2036	30
10	G45	Olympian Generator (YMCA)	New	2007	138 hrs.	2037	30
11	G47	Trade winds Generator	New	2010	170 hrs.	2040	30
12	G48	Trade winds Generator	New	2010	131 hrs.	2040	30
13	G49	Trade winds Generator	New	2010	148 hrs.	2040	30
14	G08	Trade winds Generator	New	2012	75 hrs.	2042	30
15	G11	Trade winds Generator	New	2012	42 hrs.	2042	30
16	G28	Trade winds Generator	New	2012	86 hrs.	2042	30



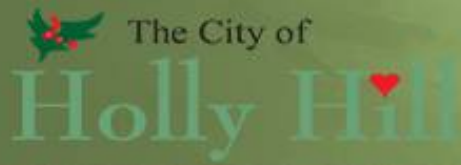
Off Road Equipment

Priority	UNIT#	Equipment	Purchased	Year	Mileage/Hrs	Replacement year	Replacement cost
1	866	331 Bobcat Excavator	New	1997	1,707hrs	2012	\$50,000
2	16	AC Forklift (4,000 lbs)	Used	1979	3,796 hrs.	2014	\$22,000
3	886	JCB Loader/Backhoe	New	1989	Unknown	2004	\$82,500
4	843	Hustler Z Mower	New	2001	2,111 hrs.	2009	\$9,000
5	741	John Deere (Gator)	New	1993	2,418 hrs.	2008	\$7,000
6	757	Hustler Z Mower	New	2003	2,267 hrs.	2011	\$9,000
7	33	John Deere (Gator)	New	2002	3,307 hrs.	2017	\$7,000
8	773	Hustler Z Mower	New	2008	2,249 hrs	2016	\$9,000
9	25	Forklift (12,000lbs)	Used	1981	3,317hrs	2016	\$55,000
10	753	Hustler Z Mower	New	2003	2,155 hrs.	2011	\$9,000
13	771	Hustler Z Mower	New	2006	1,977 hrs.	2014	\$9,000
14	772	Hustler Z Mower	New	2006	1,858 hrs.	2014	\$9,000
11	39	John Deere (Gator)	New	2005	1,775 hrs.	2020	\$9,000
12	765	John Deere (Gator)	New	2006	1,262 hrs.	2021	\$7,000
15	774	Hustler Z Mower	New	2012	775 hrs.	2020	\$9,000
16	868	Caterpillar Loader/Backhoe	New	2000	4,670 hrs.	2020	\$120,000
17	752	Ford Tractor	New	1987	3,770 hrs.	2022	\$35,000
18	761	Kubota Tractor	New	2003	1,168 hrs.	2023	\$35,000
19	744	Toro Ball field Machine	New	1998	2,028 hrs.	2028	\$10,000
20	37	Thompson 6" Trash Pump	New	2005	14 hrs.	2035	\$15,000
21	38	Thompson 6" Trash Pump	New	2005	14 hrs.	2035	\$15,000
22	111	Caterpillar Forklift	Used	2013	1,358 hrs.	2035	\$65,000
23	147	Caterpillar Loader/Backhoe	Used	2014	1,175 hrs	2029	\$135,000



Water

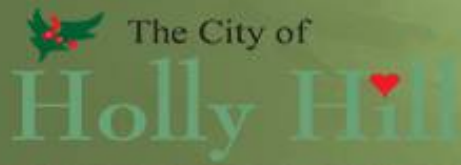
UNIT#	UNIT	Purchased	Year	Mileage	Replacement year	Recommended life expectancy	Estimate cost to replace	UNIT#
1	19	Ford Ranger Pickup Truck(Meter truck)	New	2007	75K	2017	10	\$21,000
2	31	Ford F350 Pickup Truck	New	2005	83K	2017	12	\$31,000
3	755	Ford F-150 Pickup Truck	New	2002	74K	2017	15	\$21,000
4	12	Ford Ranger Pickup Truck(Meter truck)	New	2008	61K	2018	10	\$21,000
5	22	Ford F-150 Pickup Truck	New	2004	39K	2019	15	\$21,000



Utility Billing Proposed New Fleet Vehicle

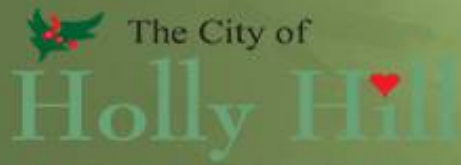
- The current vehicle used is the Ford Ranger.
- That size vehicle is only available in the Nissan Frontier.
- Fleet department was looking to replace the pick up truck with a small van. Either Nissan NV200 or the Ford Transit connect. It will return a greater MPG, security for tools and equipment and shelter for J.D. and Ken when working in inclement weather





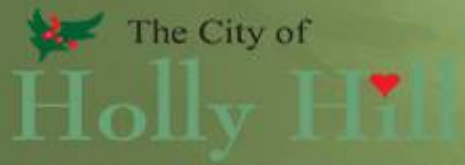
Police Department

	UNIT#	UNIT	Purchased	Year	Miles	life expectancy	Rec Replacement
1	501	Ford Crown Victoria	New	2005	143K	5	2013
2	502	Ford Crown Victoria	New	2005	139K	5	2013
3	402	Ford Crown Victoria	New	2004	186K	5	2012
4	101	Ford Explorer	New	2010	102K	5	2015
6	4	Dodge Intrepid (Under Cover)	Used	2000	196K	12	2015
7	711	Ford Crown Victoria	New	2007	515K	5	2012
8	746	Ford 1/2 Ton Pickup (Under Cover)	New	1990	108K	12	2010
9	171	Ford Crown Victoria	Used	2007	206K	8	2015
10	824	Ford Crown Victoria	Used	2008	232K	8	2016
11	823	Ford Crown Victoria	Used	2008	203K	8	2016
12	827	Ford Crown Victoria	Used	2008	171K	8	2016
13	825	Ford Crown Victoria	Used	2008	97K	8	2016
14	826	Ford Crown Victoria	Used	2008	110K	8	2016
15	747	Chevrolet S10 Pickup Truck	New	1999	87K	12	2011
16	103	Ford Crown Victoria	New	2010	239K	5	2018
17	105	Ford Crown Victoria	New	2010	169K	8	2018



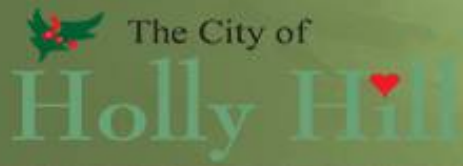
Police Department PT2

18	503	Ford Taurus (CID)	New	2005	70K	12	2017
19	2	Ford Taurus	New	2003	90K	12	2018
20	862	Ford Explorer (Under Cover)	New	2006	55K	12	2018
21	809	Chevrolet Impala (CID)	Used	2008	87K	12	2020
22	941	Ford Crown Victoria	Used	2009	225K	8	2017
23	942	Ford Crown Victoria	Used	2009	260K	8	2017
24	943	Ford Crown Victoria	Used	2009	150K	8	2017
25	134	Ford Police Interceptor (Chief)	New	2013	45K	12	2025
26	996	Ford Police Interceptor (Dept Chief)	New	2013	43K	12	2025
27	122	Conti Trailer	New	2012	N/A	15	2027
28	108	Ford Crown Victoria	Used	2010	250K	8	2018
29	112	Ford Crown Victoria	Used	2010	256K	8	2018
30	113	Ford Crown Victoria	Used	2010	240K	8	2018
31	114	Ford Crown Victoria	Used	2010	230K	8	2018
32	116	Ford Crown Victoria	Used	2010	210K	8	2018
33	118	Ford Crown Victoria	Used	2011	200K	8	2019
34	151	BMW Motorcycle	New	2015	2K	8	2023
35	714	Ford Crown Victoria(VIP)	Used	2007	250K	12	2019
36	944	Ford Crown Victoria	Used	2009	150K	8	2017

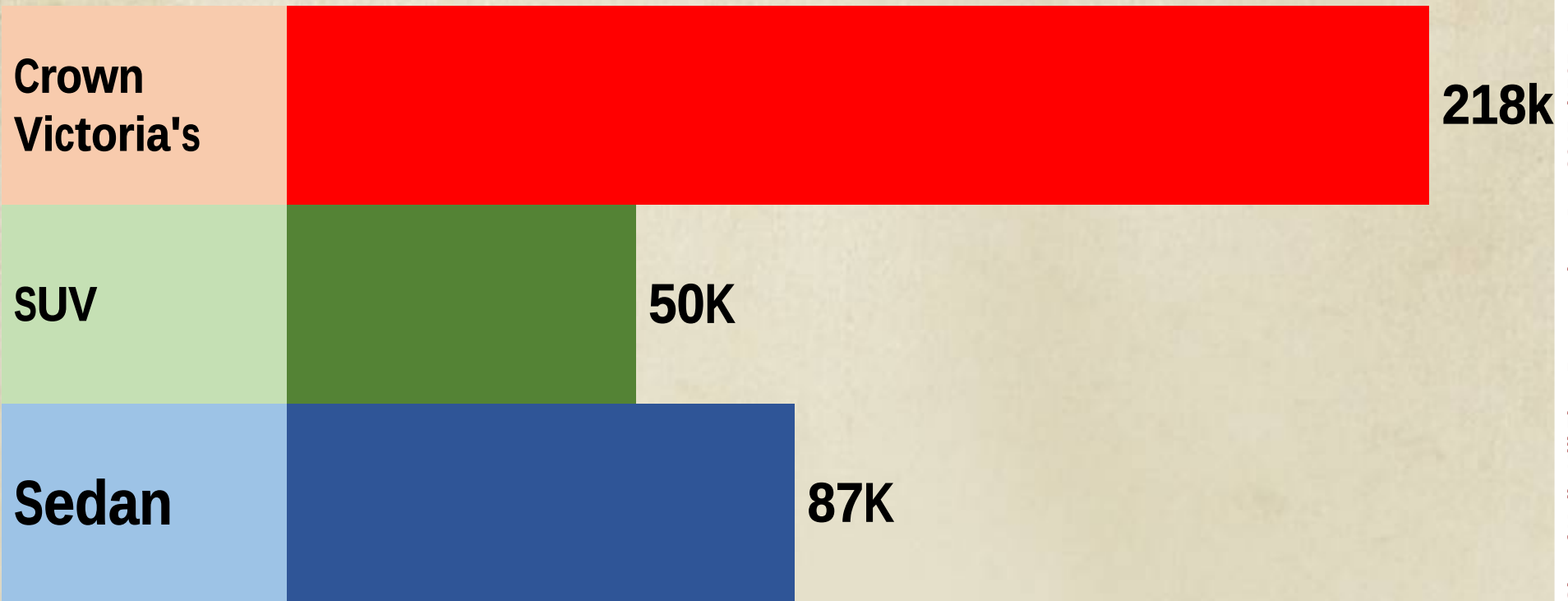


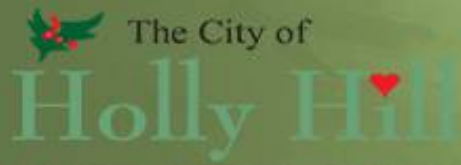
Average Age of Police Front Line Vehicles





Average Mileage of Police Vehicles



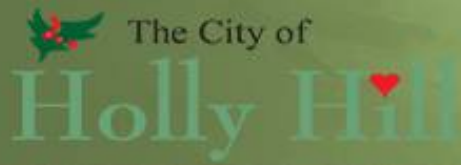


Five year Plan years 2015-2017

2015			Year	Estimated	Dept	Actual
1	866	331 Bobcat Excavator	1997	\$50,000	Storm Water	
2	16	AC Forklift (4,000 lbs)	1979	\$22,000	Water	
3	501	Ford Crown Victoria	2005	\$35,000	PD	
4	502	Ford Crown Victoria	2005	\$35,000	PD	
5	601	Ford Explorer	2006	\$35,000	PD	\$ 35,000
6	309	Ford Taurus (CID)	2003	\$18,000	PD	\$ 18,000
Total				\$195,000		\$ 53,000

2016			Year	Estimated	Dept	Actual
1	47	Chevy Van (Inmate Van)	2000	\$25,000	Storm Water	
2	886	JCB Loader/Backhoe	1989	\$82,500	Storm Water	
3	843	Hustler Z Mower	2001	\$9,000	PW	
4	935	F350 Ford Truck	1993	\$28,000	Storm Water	
5	101	Ford Explorer	2010	\$35,000	PD	\$ 35,000
6	711	Ford Crown Victoria	2007	\$35,000	PD	\$ 35,000
Total				\$214,500		\$ 70,000

2017			Year	Estimated	Dept	Actual
1	G27	Aux. Generator(Well field/Mobile)	1985	\$75,000	Water	
2	747	Chevrolet S10 Pickup Truck	1999	\$18,000	PW	
3	756	Ford F-350 Mini-Dump Body	1999	\$28,000	PW	
4	838	Ford Ranger Pickup	2001	\$18,000	PW	
5	741	John Deere (Gator)	1993	\$7,000	Waste Water	
6	757	Hustler Z Mower	2003	\$9,000	PW	
Total				\$155,000		\$ -

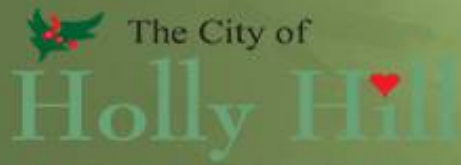


Five Year Plan 2018 to 2020

2018			Year	Estimated	Dept	
1	171	Ford Crown Victoria	2007	\$35,000	PD	\$ 35,000
2	403	Ford Explorer	2004	\$35,000	PD	\$ 28,000
3	824	Ford Crown Victoria	2008	\$35,000	PD	\$ 35,000
4	602	Ford Explorer	2006	\$20,000	B&Z	\$ 26,000
5	869	Vacon Jet Rodder	2003	\$290,000	Storm Water	\$ 290,000
6	109	Ford Ranger Pickup Truck	2004	\$18,000	P&I	\$ 26,000
				\$443,000		\$ 442,000

2019			Year	Estimated	Dept	
1	823	Ford Crown Victoria	2008	\$35,000	PD	Actual
2	827	Ford Crown Victoria	2008	\$35,000	PD	
3	825	Ford Crown Victoria	2008	\$35,000	PD	
4	31	Ford F-350 Mini-Dump Truck	2005	\$26,000	Water	
5	19	Ford Ranger Pickup Truck(Meter truck)	2007	\$18,000	Water	
6	G43	KATO Generator (City Hall)	1984	\$150,000	PW	
				\$311,000		

2020			Year	Estimated	Dept	
1	826	Ford Crown Victoria	2008	\$35,000	PD	Actual
2	806	Ford Crown Victoria	2008	\$35,000	CRA	
3	35	Onan Generator (Mobile)	1965	\$45,000	Waste Water	
4	755	Ford F-150 Pickup Truck	2002	\$23,000	Water	
5	12	Ford Ranger Pickup Truck(Meter truck)	2008	\$18,000	Water	
6	7	Ford Taurus	2001	\$18,000	Storm Water	
				\$169,000		



10 Year Fleet Replacement for Police Department

The fleet department would like to see the front line Police vehicles to be replaced every eight (8) years and administration vehicles every twelve (12)

Starting with FY 2016-17, use the three Police Interceptor SUV in the fleet currently being used by the Chief, Dept. Chief and LT, out fit then with prisoner cages (\$3,000 per vehicle) and replace three Crown Victoria's. The three SUV will be replaced by a sedan type vehicle. Plus an extra sedan to replace a vehicle in CID.

To replace a front line Police car is \$35,000 by using the vehicles we own and replacing them with the sedans a saving of \$14,000 per vehicle will be saved.

FY 2017-18 Three (3) of the Ford Police Interceptor SUV will be requested to be purchase to replace three more Crown Victoria's (\$105,000 at todays prices)

FY2018-19 Two Ford Police Interceptor SUV and one sedan type vehicle for CID will be requested for purchase (\$88,000)

FY2019-20 Three (3) of the Ford Police Interceptor SUV will be requested to be purchase to replace three more Crown Victoria's

FY2020-21 Two Ford Police Interceptor SUV and one sedan type vehicle for CID will be requested for purchase

FY2021-22 Three (3) of the Ford Police Interceptor SUV will be requested to be purchase to replace three more Crown Victoria's

FY2022-23 Two Ford Police Interceptor SUV and one sedan type vehicle for CID will be requested for purchase

FY2023-24 Three (3) of the Ford Police Interceptor SUV will be requested to be purchase to replace three more Crown Victoria's

FY2024-25 Two Ford Police Interceptor SUV and one sedan type vehicle for CID will be requested for purchase.

FY2025-26 Three (3) of the Ford Police Interceptor SUV will be requested to be purchase to replace three more Crown Victoria's

Replacement of Police administration vehicle

- The Police Interceptor SUV will replace the Ford Crown Victoria. These units are purpose built for Police front line use.
- The new sedan replacement for the Police chief, Dep.Chief, Lt. and CID. The 2017 Ford Fusion.





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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-04 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
NUMBER: (ID # 1553)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission and the Board of Directors of the Holly Hill Community Redevelopment Agency approved the sale of the property at 1200 Center Ave on November 15, 2016. The attached Purchase and Sale agreement has some amendments from the previous agreement specifically reducing the financing requirement from \$25m to \$5m. This Resolution is being presented for consideration of the amended agreement.

The City / CRA purchased 1200 Center Avenue in January of 2012 for \$1,500,000, approximately \$60,000.00 per acre. Since acquiring the property, the City continues to maintain the property with a landscape service costing \$30,000.00 each year.

The purchase of the twenty five (25) acre site and the expansion of the boundary of the CRA district to include this site were recommended in the CRA Master Plan for this property.

In May 2012 the City of Holly Hill hired Smith + Murray Studios, Inc., to complete an analysis and recommend preferred development plans for the property. This development plan was approved by the City Commission and incorporated into the CRA Master Plan in December, 2013.

The CRA Master Plan states: *"the City of Holly Hill will be redeveloped as a City that has a strong urban and civic core which reflects traditional and family values; is business friendly supporting employment opportunities and services; protects and enhances residential areas; is environmentally sensitive, supporting green building and conservation initiatives; and provides quality parks, recreation programming and open spaces."*

FEASIBLE USES, ECONOMIC DEVELOPMENT POTENTIAL, AND NEXT STEPS

Overall Next Steps:

"The City, in coordination with the County and the State, can begin to assemble an incentives "toolbox" appropriate for the identified use. In its FY 2012-2013 proposed budget, the City of Holly Hill has allocated \$1.5 million general fund allocation for "Private Organization / Grant & Aids. The intention of this fund is to incent local business to expand and new business to locate in the City based on the

magnitude of new jobs and new property tax revenue generated, and can be leveraged to attract potential operators or developers. “

For several years, the property has been marketed by the contractual Economic Development Director using Loopnet, visiting with developers at conferences and utilizing other resources available to her. Unfortunately, the city has not received any significant interest.

However, last year the City entered into a purchase and sale agreement with Fountainhead, LLC., to acquire the property for the purpose of developing a campus like setting to relocate the Synergy Billing headquarters anticipated to employ over 400 people by 2026 and to expand the site to develop a daycare, medical clinic, café and other related businesses.

Over the past year City staff and representative from Fountainhead, LLC., have been discussing and negotiating the terms and conditions of the sale of this property and incentives being made available to the developer to bring the business headquarters and 400 employee to Holly Hill. Due to the extended time period of negotiations and changes to the development plan, the purchase and sale agreement had expired.

On Sunday, July 12, 2015 the property located at 1200 Center Avenue was originally advertised in the Daytona News Journal, in accordance with Florida State Statute, seeking proposals for the sale and development of this property. Responses were due to the City no later than August 11, 2015.

Fountainhead Developers was the only proposal the city received by the due date. The preferred development scenario, in the Mater Plan, included a mixed use concept of which, many of the elements in the Fountainhead proposal fall well within the recommendations of the consultant.

The City has received an offer to purchase the property at 1200 Center Avenue from Jayson Meyer, owner of Synergy Billing, which is currently located on LPGA Blvd., just west of Jimmy Ann Drive. Synergy Billing is an established medical billing office currently employing nearly 100 people. Their plans are to build a campus style community where employees can live in the onsite apartment complex and walk to work. An onsite daycare facility will help accommodate child care needs and an onsite cafe will be available to employees and the general public. In addition, a health clinic is proposed to help serve the under insured population living in Holly Hill and the surrounding area.

Synergy Billing is anticipating its growth to exceed approximately 400 employees by the year 2020. With this anticipated growth, Synergy Billing is looking to expand their office environment by renovating the existing gymnasium and media center into class “A” office space immediately upon purchase. As growth occurs, additional office building space will be constructed.

The complex also anticipates an educational facility that will train people in the field of medical coding and billing. Successful participants may transition into full time employment with Synergy Billing or move on to other employment opportunities with real world experience in medical coding and billing.

The details of the conceptual plan, CRA Agreement, MPUD and subsequent details are being presented to the Board of Planning and Appeals (BOPA) and are a contingency to the sale of this property.

FISCAL ANALYSIS:

See attached incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign an agreement to sell approximately 9.42 acres of the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in the Agreement.

COMMISSION GOAL:

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

MOTION:

Approve Resolution 2017-R-04, authorizing the City Manager to execute an agreement for sale of the property.

ATTACHMENTS:

- Vacant Land Contract - Purchase & Sale Agreement with Fountainhead - Updated - Jan. 2017 (PDF)

HISTORY:

01/10/17

Next: 01/24/17

City Commission

TABLED

Resolution No. (ID # 1553)**RESOLUTION 2017-R-04 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2017-R-04**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holly Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre; and

WHEREAS, in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission and the Community Redevelopment Agency had approved a purchase and sale agreement with Synergy Billing on September 22, 2015 which, has since expired; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale.

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

SECTION 1. The Holly Hill Community Redevelopment Agency hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 by negotiated sale price, and authorizes the City Manager to execute a purchase and sale agreement.

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

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

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

APPROVED AND AUTHENTICATED on this 24th day January, 2017.

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1 **1. SALE AND PURCHASE:** City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
 2 and Fountainhead, LLC ("Buyer")

3 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

4 Address: 1200 Center Avenue, Holly Hill, Florida

5 Legal Description:

6 See Attached Exhibit A

7 including all improvements and the following additional property:

8 all contents in the structures.

PRICE AND FINANCING

9 **2. PURCHASE PRICE:** \$ payable by Buyer in U.S. funds as follows:

10 (a) \$ 25,000.00 Deposit received (checks are subject to clearance) see additional terms by
 11 Signature for Jeffery C. Sweet Trust Account ("Escrow Agent")
 12 Name of Company

13 (b) \$ Additional deposit to be made by or days from
 14 Effective Date.

15 (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

16 (d) \$ Other:

17 (e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
 18 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

19 ☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
 20 used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
 21 prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
 22 total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
 23 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

24 **3. CASH/FINANCING:** (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

25 ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
 26 "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
 27 occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
 28 and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
 29 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
 30 Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
 31 Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
 32 Buyer will pay all loan expenses, including the lender's title insurance policy.

33 ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
 34 % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
 35 informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
 36 such information to Seller and Broker.

37 ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
 38 amount of \$, bearing annual interest at % and payable as follows:

39 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
 40 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

41 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

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mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional _____ terms _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as * see additional terms; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

4.1.a

receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: **(a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) All other disputes: **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

4.1.a

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee	Real Estate Licensee
Broker / Brokerage fee: (\$ or % of Purchase Price)	Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. If any one of the above dates is not met, either party has the right to terminate this Contract.

-The Buyer shall submit a subdivision application to create the Property which must be approved before the closing date.

-The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD for the Property to be submitted as the owner of the Property and the MPUD ordinance, rezoning the Property, as the regulatory body over the Property.

-Prior to the closing Buyer must submit evidence satisfactory to the City of financing sufficient to complete the initial portion of Phase I (existing structures rehabilitation) with an estimated cost of \$5,000,000.00.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

4.1.a

296* -The deposit shall be paid as follows: \$10,000 shall be paid to the escrow agent within 3 days of execution
 297* of this Agreement by the Buyer. The Buyer shall deposit an additional \$15,000 on March 15, 2017. The escrow
 298* agent shall be Jeffrey C. Sweet and deposit checks shall be payable to Jeffrey C. Sweet Trust Account.
 299* Buyer shall have until February 28, 2017 to perform all necessary due diligence and feasibility study as
 300* provided to in Paragraph 6(c)(1) above.
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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
 325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
 327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
 329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
 331* Print name: _____
 332* Phone: _____ Address: _____
 333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
 335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
 337* Print name: _____
 338* Phone: _____ Address: _____
 339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-05 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1551)
APPLICANT:
PLANNER:

DISCUSSION:

The City has been in negotiations with Jayson Meyer / Fountainhead, LLC., to purchase and develop 9.42 acres of the property located at 1200 Center Avenue in Holly Hill. Mr. Meyer is proposing to develop the property in phases to bring the headquarters of Synergy Billing to Holly Hill and relocate initially 100 employees with intent to increase staffing to 400 by the year 2020.

Other phases of the development will include a workforce housing component, a cafe, daycare, clinic, learning center and fitness center open to the public. The details of the development will be presented to the Board of Planning and Appeals (BOPA) in the form of an MPUD. The MPUD must be approved by the City Commission as a contingency to the sale of the land and the incentives can only be applied if the land is purchased by Fountainhead, LLC.

FISCAL ANALYSIS:

See attached Incentive Agreement.

STAFF RECOMMENDATION:

Staff recommends the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill support the Incentives Agreement and authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2017-R-05 and the attached Incentives Agreement as presented and authorize the City Manager to execute the Agreement.

ATTACHMENTS:

- Redevelopment Incentive Agreement - Fountainhead - Jan. 18, 2017 (PDF)

HISTORY:

01/10/17

City Commission

TABLED

Next: 01/24/17

Resolution No. (ID # 1551)

RESOLUTION 2017-R-05 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2017-R-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC., FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holy Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre, and in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission had directed the City Manager to negotiate an Incentives Agreement with Fountainhead, LLC., to develop the property, utilize the incentives to provide for a superior development; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale and offer these incentives to Jayson Meyer for the purpose of relocating the Synergy Billing headquarters and bring 400 jobs to the City of Holly Hill by the year 2020.

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

SECTION 1. The Community Redevelopment Agency of the City of Holly Hill hereby approves the Incentives Agreement attached for the purpose of developing the property located at 1200 Center Avenue, Holly Hill, Florida 32117 and authorizes the City Manager to execute the agreement.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of

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

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

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

APPROVED AND AUTHENTICATED on this 24th day of January, 2017.

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

WITNESSETH

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC (Synergy) headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first \$60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including telecommuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit D for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission-based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

(e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

(f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive.

7) If the City or Agency is denied access to the employment records or if the information required in Exhibit D is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, \$190,000.00 shall be used as a credit towards the purchase price of the Developer acquiring Parcel 1. Parcel 1 shall be acquired by the Developer after meeting the criteria below which shall be closed simultaneously with the first payment of the New Employee Incentive. The \$190,000 used as a credit towards the purchase price shall remain in the New Employee Incentive fund. The first payment of the New Employee Incentive shall be conditioned upon (a) the completion and certificate of occupancy being issued for all of Phase 1, Parcel 2 as identified on Exhibit C; and (b) the headquarters and all employees of Synergy Billing, LLC being permanently located to the Phase 1, Parcel 2.

PART TWO

Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the "Eligible Redevelopment Costs") including, but not limited to:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to

engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

(g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement).

(h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit D to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA. Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE
REINVESTMENT OF NET SALE PROCEEDS
OF RESIDENTIAL PORTION OF PROPERTY

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit E (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. The City and Agency agree to budget and appropriate \$50,000 in fiscal year 2017/18 and carry forward this amount for a period of 5 budget years, or until a FHFC grant is awarded to a workforce housing project on this Property, whichever occurs first, to represent the required local match for Florida Housing Finance Corporation's Workforce Housing financing. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property designated for the Workforce Housing Parcel, in addition to any other legal remedy available to the

City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less \$60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

15) Neither the Net Sale Proceeds nor the \$60,000 per acre for New Employee Incentive shall be paid to the Developer unless the Developer or a 3rd party during the term of this Agreement has acquired parcels 1, 2 and 3.

PART FOUR **PURCHASE OPTION**

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit F, pursuant to the following terms and conditions;

(a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit F, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be \$60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit G. The Initial Option shall be exercised as discussed in Paragraph 8 above for the purchase of Parcel 1(the "Initial Option"). If the Developer fails to exercise and close the Initial Option as discussed in Paragraph 8, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises and closes the Initial Option as required in Paragraph 8, the Developer shall have four (4) years measured from the date of acquisition of Parcel 2 to exercise and close the next option (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the

Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

(i) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;

(ii) the Developer is in full compliance with all other terms under this Agreement; and

(iii) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

(b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

(c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

(d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water, canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

(e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required

by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

(f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

(g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

(i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

(ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

(iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

(iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

(v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future (*for so long as the City and Agency own same*) be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

(vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

(vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within five (5) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchases the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE

GENERAL PROVISIONS

18) Procedure for Processing Payments: All payments to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

19) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
1410 LPGA Blvd
Daytona Beach, Florida 32117

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

20) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

21) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

22) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

- (a) the property is incorporated into the MPUD zoning of the Property; and
- (b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

23) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

24) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

25) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

26) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

27) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

28) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

29) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

30) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

31) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

32) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

33) The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

34) The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD submittal as the owner of the property and the MPUD ordinance, rezoning the property, as the regulatory body over the property.

35) Upon the termination of this Agreement, if the City/Agency is still the owner of any portion of the Property, the City/Agency has the right to develop, sell, transfer, rezone, etc. that portion of the Property as the owner of the Property without the consent or approval of the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2017 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson Meyer

Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2017 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

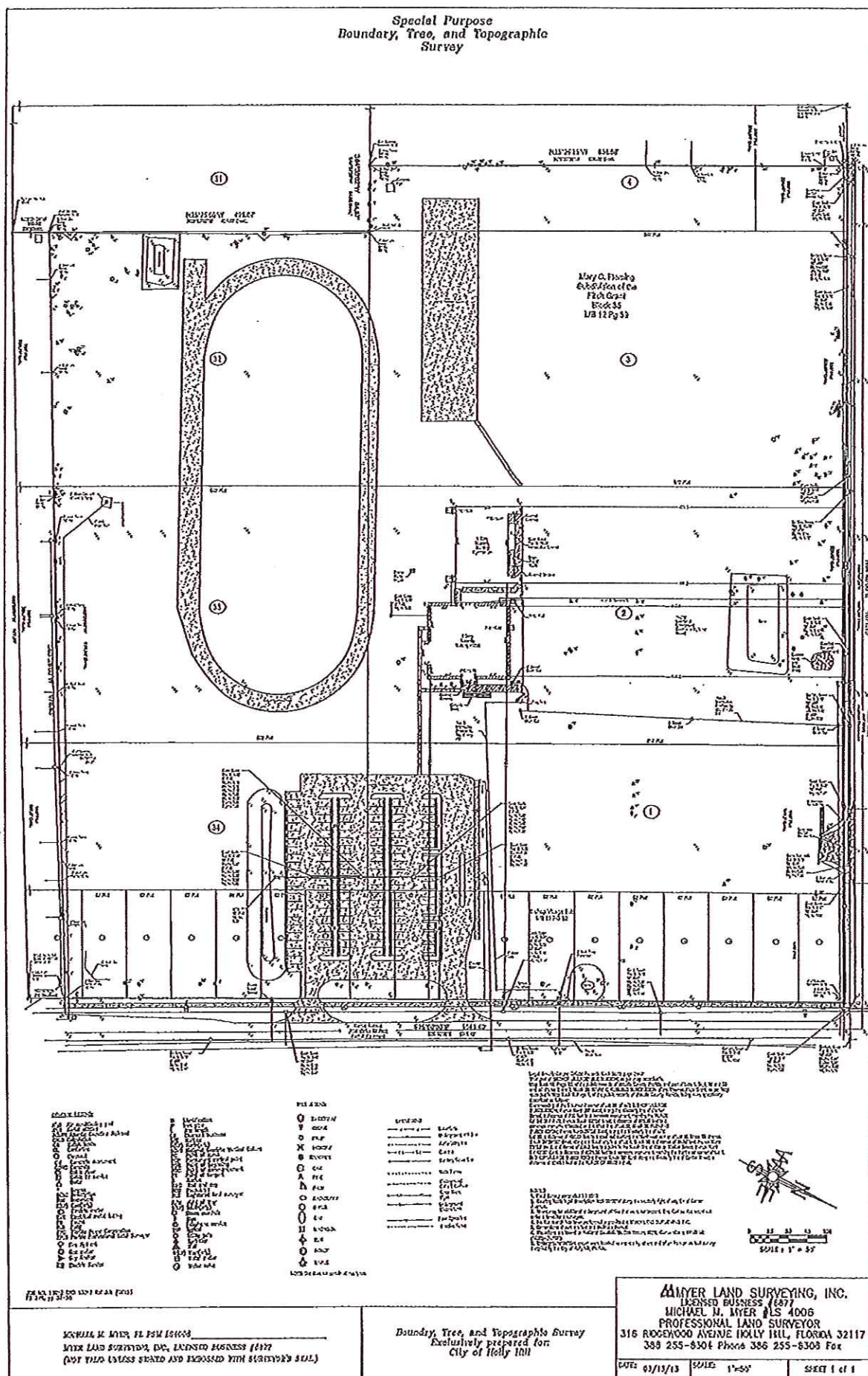
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A – Description of Property and Impact Fee Credits/Exemptions



Fitness	4,000	\$5.35	\$21,400.00																
Restaurant	4,000	\$4.78	\$19,120.00																
Day Care	6,000	\$4.39	\$26,340.00																
MFOU	88	\$1,506.04	\$132,531.52																
Rhondel	0	\$10.96	\$0.00																
TOTAL			\$307,351.52																
Amount of Credit																			
School Area	116,312.00	\$4.39	\$510,609.68																
Net			\$5,259.15																
The results in a credit estimate of \$135,789.65 to the developer of the site.																			

[illegible]

Exhibit B – Employee Incentives

JOB GROWTH/RETENTION INCENTIVES

Over Minimum Wage	Incentive \$\$	Eligibility	Hourly \$	Annual \$
125%	\$ 1,000.00	Transfer	\$ 10.06	\$ 20,924.00
125%	\$ 1,250.00	Transfer - Holly Hill Resident		
125%	\$ 1,500.00	New Position		
125%	\$ 1,750.00	New Position - Holly Hill Resident		
150%	\$ 1,500.00	Transfer	\$ 12.07	\$ 25,105.00
150%	\$ 1,750.00	Transfer - Holly Hill Resident		
150%	\$ 2,000.00	New Position		
150%	\$ 2,250.00	New Position - Holly Hill Resident		
175%	\$ 2,500.00	Transfer	\$ 14.08	\$ 29,286.00
175%	\$ 2,750.00	Transfer - Holly Hill Resident		
175%	\$ 3,000.00	New Position		
175%	\$ 3,250.00	New Position - Holly Hill Resident		
200%	\$ 2,750.00	Transfer	\$ 16.10	\$ 33,488.00
200%	\$ 3,000.00	Transfer - Holly Hill Resident		
200%	\$ 3,250.00	New Position		
200%	\$ 3,500.00	New Position - Holly Hill Resident		
225%	\$ 3,000.00	Transfer	\$ 18.11	\$ 37,668.00
225%	\$ 3,250.00	Transfer - Holly Hill Resident		
225%	\$ 3,500.00	New Position		
225%	\$ 3,750.00	New Position - Holly Hill Resident		
250%+	\$ 3,250.00	Transfer	\$ 20.12	\$ 41,849.00
250%+	\$ 3,500.00	Transfer - Holly Hill Resident		
250%+	\$ 3,750.00	New Position		
250%+	\$ 4,000.00	New Position - Holly Hill Resident		

Exhibit C – PHASE 1, PARCEL 2



Exhibit D – New Employee/Expense Reimbursement information

To be determined at a later date

Exhibit E – Workforce Housing Parcel

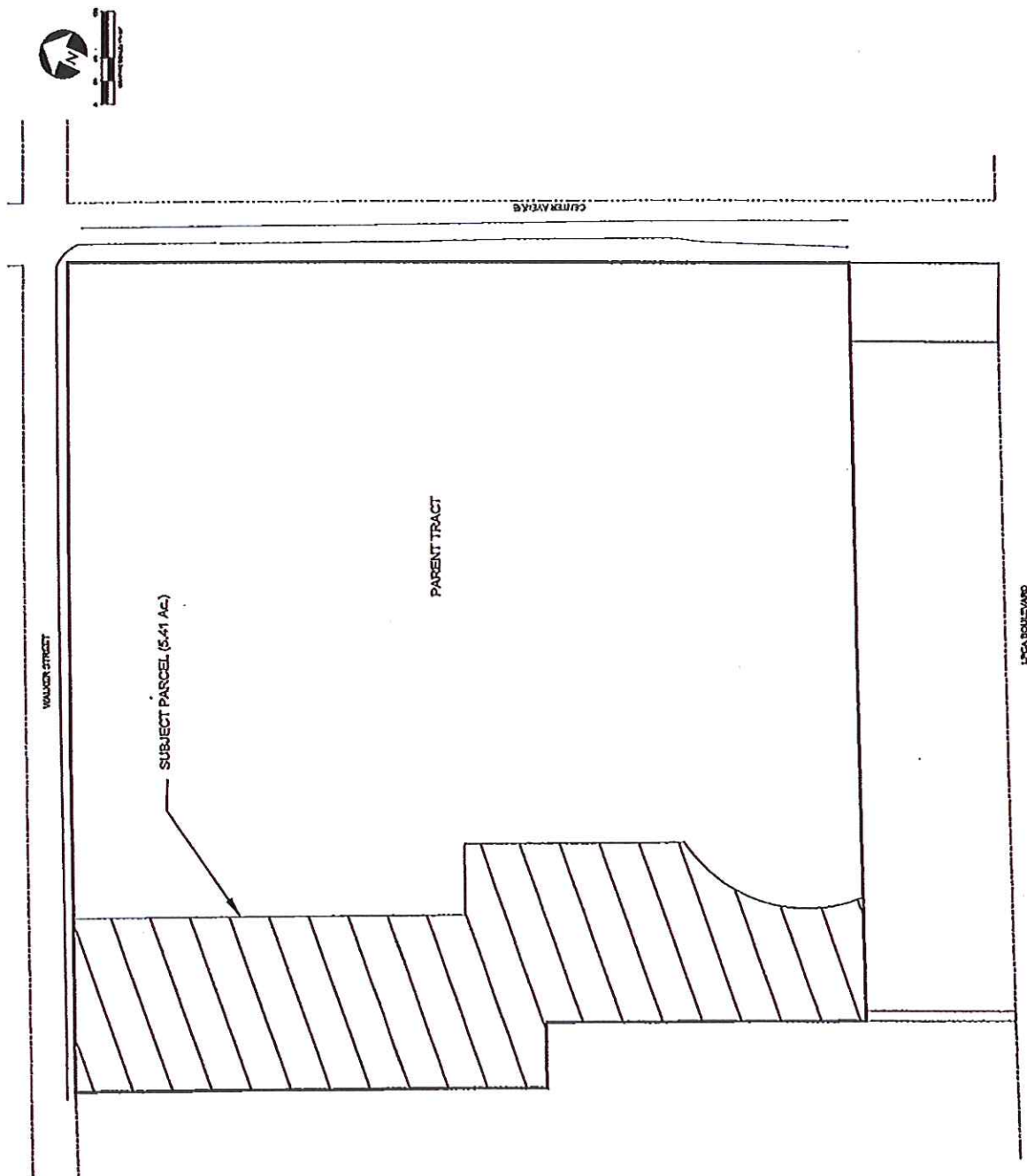
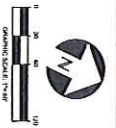


Exhibit F – Option Parcels



OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA
JANUARY 13, 2017

P.O. NO. 00000	
INVOICE NO. 1719	
SCALE:	1"=40'
DESIGNED:	JMS
DRAWN:	JMS
DATE:	07/17/98
PROJECT NO.	
806	
JOB-SHEET NO.	
DATE	02/07/98

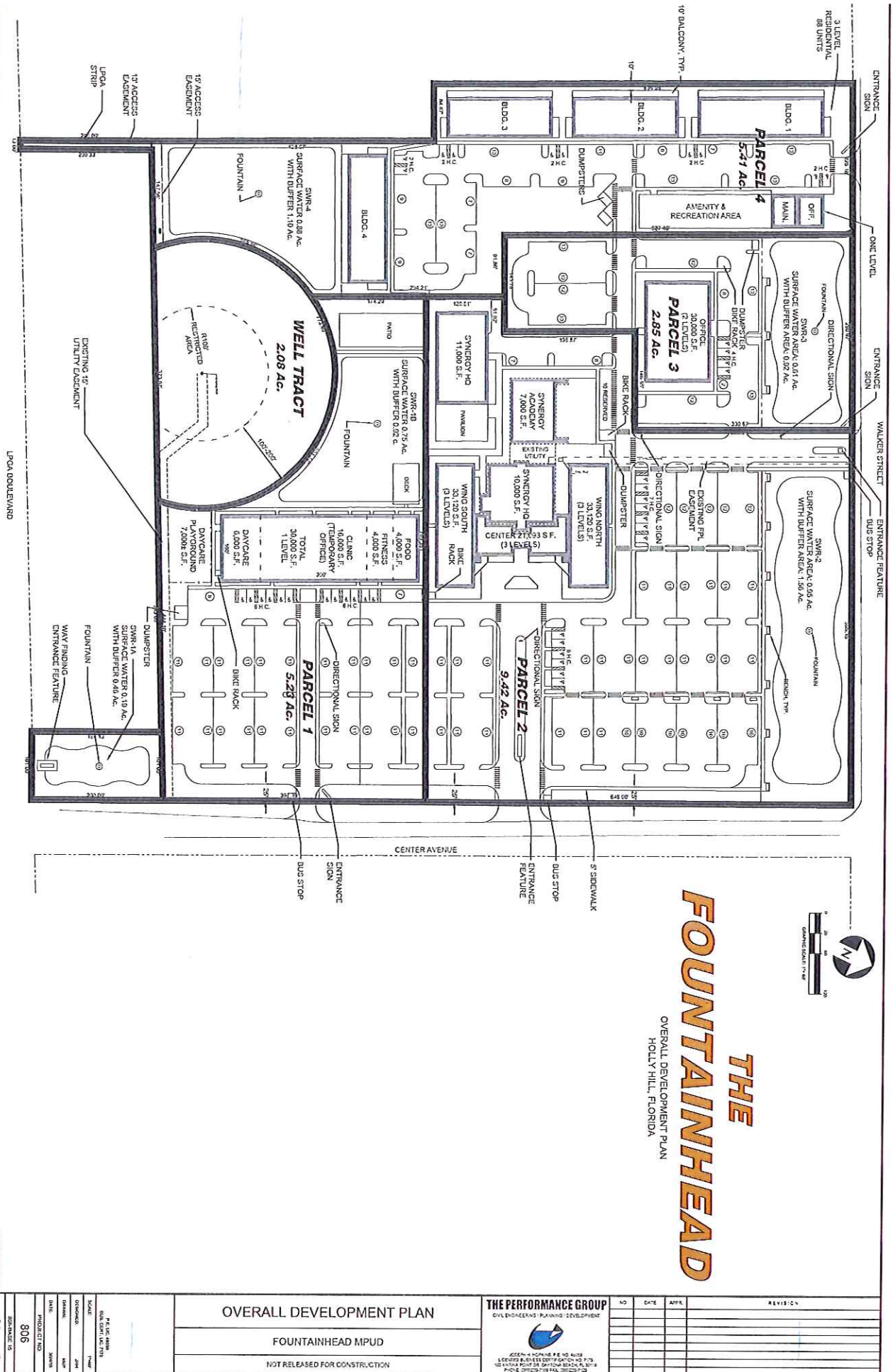


Exhibit G – Option Contract Form

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

Including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

(a) \$ 10,000.00 Deposit received (checks are subject to clearance) by
Signature for Jeffery C. Sweet Trust Account ("Escrow Agent")
Name of Company

(b) \$ Additional deposit to be made by or days from
Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ Other:

(e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

☐ (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) Seller will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ Seller ☐ Buyer will select the title agent. ☒ Seller ☐ Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) Seller will provide title evidence as specified in Paragraph 8(a)(2). ☐ Seller ☐ Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

☒ (1) Feasibility Study: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for *see additional terms use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent Buyer's intended use of the Property as *see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
 327* revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
 329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
 331* Print name: _____

332* Phone: _____ Address: _____
 333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
 335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
 337* Print name: _____

338* Phone: _____ Address: _____
 339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Valerie Manning
SUBJECT: Minutes - January 10, 2017 - Workshop Session with Fountainhead
- MPUD
NUMBER: (ID # 1566)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 10, 2017 workshop session with Fountainhead on the MPUD.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes from January 10, 2017 workshop.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - January 10, 2017 - Workshop with Fountainhead - MPUD (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 10, 2017

City Commission Chamber

Work Session

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

1. Roll Call

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

2. FOUNTAINHEAD - MPUD PRESENTATION

Mayor Penny stated the purpose of today's workshop is to get a report from staff and from the applicant on the work that has taken place over the last month since we met last. There has been a lot of meetings going on.

Mr. Forte stated I think probably the right thing to do is to go ahead and turn it over to Mark Watts, the attorney representing Fountainhead. He's got the list of questions that were addressed at the last work session and responses to each of those different items. Mr. Forte stated what I can tell you Mayor, well you already know but the other Commissioners don't, we did have several meetings between the last Commission work session and tonight, including Mr. Swartzlander and himself did go out to Synergy Billing to look at Mr. Myer's financial information and the only thing that I will say is that we did not find anything inappropriate so I wanted to at least mention that and take that off the table. We've had at least two meetings with our staff and the Fountainhead staff to resolve the issues that came up with regard to the MPUD and more recently we had some more information that the two teams have basically agreed on when it comes to the incentive agreements and as we get to the end of addressing the PUD comments this evening if we have time during the work session, we'll talk about those incentive agreement changes because we have the incentive agreement and the purchase and sale agreement on the regular agenda for vote tonight. They will probably need to be tabled to the January 24 meeting pending these new changes. I would like to turn it over to Mark Watts.

Attorney Mark Watts, Cobb Cole, 351 E. New York Ave., Suite 200, DeLand, stated here on behalf of Fountainhead. Attorney Watts stated before he gets into, what he would like to do tonight is walk through some of the comments that we discussed in

our meetings, give the Commission an update on where we are with the MPUD, the progress that has been made in our meetings with staff and in the time since our last workshop meeting and then talk to the Commission a little bit about the changes and updates that they have been working on with city staff on the Incentive Agreement and the Purchase and Sale Agreement but before he does that he wants to ask Mr. Myer if he wants to come up and say a few starting words or introductory words before I kick that off.

Jason Myer, CEO of Synergy Billing/Fountainhead, 1410 LPGA Blvd., Daytona Beach, stated good evening everyone, it's great to see the Commission again. Before they really get going, he wants to take a moment and really recognize city staff for how hard everybody has been working over the past month. The team has really come together and I think in the past month what we've really seen is the commitment from all parties to really make this happen. Mr. Myer stated he knows for a while that there was a little bit of wavering, they weren't sure if this relationship was going to continue to move forward, they didn't know what was going to happen but he thinks that staff has really, over the past month, everything has come together in so many ways and they've had so much support in this. Mr. Myer stated he wants to recognize everybody on city staff side who has really put 110% effort into this and I would be remiss if I didn't take a moment and acknowledge how hard the Fountainhead team, he thinks in business and life, you're only as good as the people you surround yourself with. Moving forward on this project and beginning stages, I knew what I didn't know and I knew the only way to fill in those gaps was by surrounding myself with people that were more knowledgeable and who had more experience and the team has just really come together and unfortunately he was not able to participate in the meeting before the holidays but the meeting on Monday, he was just sitting there watching these experts in the room, working together towards this common goal and it was very gratifying. Mr. Myer stated thank you to city staff, thank you to the team on Fountainhead side, and they got everybody from Cobb Cole who has really engaged TPG on the engineering side, Zev Cohen and Associates, everybody's been working rapidly to get these materials together. Ben Butera, the architecture, they've been working to get the renderings to advance that forward. Everything is coming together. He's excited this evening to update the Commission on some of these things and since I know that I'm only as good as my team, he would like to have his team members to share some of these updates with the Commission some of these updates and talk about some of the comments and how they would be able to address some of those things.

Attorney Watts stated let him start by giving the Commission the updates. Probably the first one, over the past month, one of the things they've looked at is the overall layout and one of the comments was seeing it coming forward with Phase 1 of the project. They went back to the layout and the land itself really hasn't changed substantially but what has changed is what they were including in that initial phase. Attorney Watts stated if the Commission looks down (*referring to the Fountainhead MPUD Exhibits Conceptual Landscaping Plans handout*) this should be fairly familiar to the Commission from the standpoint of the look in the overall project. What he really wants to talk about is Phase 1. If the Commission looks at what's included on this side of the exhibit, this is what Fountainhead is moving forward with for Phase 1.

Previously, they had talked about Phase 1 including the renovation of the existing gymnasium, the renovation of the existing media center. They had on the plan a 11,000 square foot building that was really initially, intended as storage, a security office and some limited things of that nature. What they have done was gone back and retooled and include that in Phase 1 as a new structure that will be coming in, in the beginning, in the initial phase of the project, and change the use so that will be office usage and it can also be available for use by the academy, the training academy. What the Commission sees on this side, in this exhibit, is what would come in as Phase 1. One change is that with this is the landscaping buffer along Walker Street doesn't continue all the way down Walker Street. They shifted and instead of doing that, they're focusing on bringing in an additional building into the first phase. They have, and he will walk the Commission through some of the landscaping details here with them in just a minute. They have gone ahead and designed the standards that would be included in the PUD to ensure what that landscaping and everything else would look like as they are moving forward. That's the first update is just to just give the Commission a better look at Phase 1 and how everything would move forward based on that Phase 1. Attorney Watts stated he mentioned to the Commission the landscaping (*referring to the conceptual landscaping plans handout*). During the last meeting and in the comments that they received from staff, they really received comments about the landscaping, TIA, again the phasing so with regard to the landscaping, what they have been working on is creating a standard. Attorney Watts stated what the Commission sees here is not a final plan. It's not a final plan for what everything is going to look like, it doesn't have the final determination of what the listed plant materials and everything else are but it does set standards which is really what they should be doing with their MPUD. The MPUD is defining what standards they will have to meet as they come forward with subsequent site plans to implement the buildout of the project. If the Commission sees there, just looking at the initial page, they have Center Avenue buffer elevation. A couple things to point out here, this is pretty far in excess of what the existing city code would require. They have a 25 foot buffer and one of the things that that they have, by the way Mark Karet from Zev Cohen is here, if the Commission wants to get into a discussion about the particular standards they are including here, but one of the things they wanted to ensure is that they created a standard that ensured quality. If the Commission looks on the first page, there is some text there that really walks through what's going to be required in that buffer. There's an example of what it would look like graphically or what it could look like but this is really were that the operative elements of the MPUD plan come in. The standards they have to comply with are one shade tree per 50 linear feet, three understory trees per 50 linear feet, continuous hedge to shield vehicular use area behind the buffer. This is one that Lauren, who has been working on this with Zev Cohen's office, included specifically to ensure that the city is getting that vibrant look with the landscape buffer. There are nine different types of landscape material in each 50 foot segment so that they have variation in plant materials that are coming in and they get that visual aesthetic as a very pleasing, mix of plant materials going into it. Also, limiting sod to no more than 40% of the buffer area within that typical section. Lastly, specifying that the shade trees, the understory shade trees that are being planted in the buffers exceed the cities minimum by 25% on the day that they are being planted. In fact, in the city's code, it says they have to have a two inch caliber, three inch caliber. They are

expecting that everything will have to be 25% larger upon the initial planning so they will have a much more substantial and mature buffer from day one. On Walker Street they have a little bit narrower area to work with so they have a standard on page two of the conceptual landscaping plans, they have a 10 foot standard buffer spec there. It has a very similar type of a call out for each of those particular elements. Shade trees, the understory trees. They had to have some provision in there for power lines because they do have some power lines that go along that area. They have some limitations based on the location of the power lines. There are seven different types of level of plant materials in that profile section as well. Continuous visual screen just as the other 40% limit on sod and again that 25% increase. If the Commission looks at page 3 of the conceptual landscaping plans, one of the things and this was one of the 21 questions of the staff comments that they have been working through, the Commission has the conceptual design and diagrams of the entry boulevards, they have medians on the two entry boulevards. One of them on Walker Street and one on Center Street, they have a profile that shows them what those would look like and how the buffers and the landscaping material will be included in those areas as well. Sheet four of the conceptual landscaping plans, one of the things that they had heard from staff was in particular along Walker Street, where they have several ponds that are planned to be in that area, staff wanted us to make sure that we were treating those ponds as an additional element of the landscaping, as an additional aesthetic feature of the project. They have a two ponds that are shown specifically here and then there's also a typical standard provided here if the Commission looks in the bottom left corner of that page, is a typical standard for every 200 square feet of landscape area provided for every 150 linear feet of pond area and that basically is a standard that they are including in there to ensure that they just don't have buffer along the street and then a pond behind it that doesn't have any good features included with it. That will be a requirement that they will go through and include in the landscaping plans with each site plan, when they come in for that pond, it will include landscaping that needs to go around the pond, the entire circumference. He thinks that addresses the comment that they want the pond areas to be additional amenities for the site. Finally, the last page that the Commission has there is just showing them Fountainhead's typical building, foundation plans and the terminal island of landscaping plans for the parking area. Attorney Watts stated they have done a good amount of work with regards to addressing some of those questions that had been out there about landscaping and how the projects, he thinks this is that infamous "wow" factor that they have been talking about in several past meetings. They've developed standards that they think they are going to deliver that "wow" factor. Unless there's any questions on landscaping, he wants to switch gears briefly and talk to the Commission a little bit about the TIA. The Traffic Impact Analysis is one of the other comments that they have talked about or one of the other issues they have talked about and he thinks there has been really two principal issues with that. One was updating the TIA to reflect on the current site plan because if the Commission recalls, the prior TIA was done back in early July of last year and it was based on a different site plan than what was shown here. The other issue and the discussion that they have had is the 80,000 square foot threshold that's been included in their conversations about when will they add a turn lane on to Center Street. He had some lengthy discussions, he believes at the December 22nd

meeting. He thinks it was schedule for three hours and went about four if he remembers correctly but it included in our traffic engineer spending time up at the whiteboard diagramming all of the area in traffic diagrams that I still can't claim to fully understand but at the end of the day, he thinks everybody in the room was nodding heads in agreement that at least they understood that the traffic engineer knew that the right answer was provided in the TIA. With regard to the update of the TIA, what they concluded at the end of that meeting on December 22nd is they don't need to go back and update the full TIA. They are doing a letter of modification to the TIA that addresses the site plan and the principal thing in that letter modification the conclusion is that when they did the initial analysis, even though there was some difference in driveway connections, for example, one versus two or two versus three driveways that were shown in that earlier site plan, as they did the analysis they analyzed it assuming there's one connection point on each side of the property to those roadways. So even though the site plan shifted somewhat, the traffic that they were putting into the system and putting into the model to determine where it went, assumed basically one connection point. The letter modification basically will say that the updated site plan is still accurately reflected in the TIA that was prepared by Blasser and Associates. That is in process now. What they are aiming for right now is that the full MPUD and the response letter based on those twenty-one comments, based on everything that they have talked about in the past two meetings and those supporting materials are going to be coming in, they are aiming for Friday right now. They will be submitting those back in to staff to review. With regard to the 80,000 square foot issue and the turn lane question, the interesting thing, he thinks when they got to the end of this discussion of the TIA is that the analysis shows there is never a turn lane that's justified by the buildout traffic and the buildout volume on the site. There is a standard warrant analysis that's done that looks at kind of a standardized set of criteria and it's an analysis that is also used nationally and basically what does it scores the traffic volumes and everything else and tells you if you get up to this point on the curve, on that analysis curve, a turn lane is justified and he thinks a number that sticks out, and Mayor, he thinks 860 was the trip threshold that trips or would warrant the turn lane and our analysis comes in with that particular movement around 150 so they have a pretty substantial gap between were a turn lane would actually be required and what the buildout of the project will generate. Last week they had in the agreement that when they get to 80,000 square feet they would be including that turn lane into Center Avenue as well. The other thing that came up in the course of their meeting on the 22nd was 80,000 square feet is probably a certain arbitrary number in the context of traffic analysis so the other thing that they are addressing in that modification letter is a conversion of that 80,000 square feet to a trip number so that it's in TIA language so to speak. That's another piece of this in the process. Attorney Watts stated he thinks they've covered everything related to landscaping and they've covered the comments and issues that have been raised relating to the TIA. Attorney Watts asked if there were any questions on the TIA issues before he moves along. Architecture is one of the other elements they have been working with. As Mr. Myer mentioned a few moments ago, they have engaged the architect to go ahead and put plans together. If the Commission recalls at their prior meetings, they were talking about the need to have some specificity in the PUD beyond the elements that they show currently. Right now they got graphic representations of the styles and they intend to keep those in

there so that you can see consistency. This is the type of style and the type of elements that they expect the entire project will have but beyond that what they are working on to add to the MPUD development agreement is an exhibit that shows those initial three buildings, the completely renovated gymnasium, media center, and the new building that would be located back behind that, in about 80% level of detail so they won't have final architectural drawings but the city will have exhibits that show this is what these buildings will look like at the point where they will be getting the CEO's and getting ready to move the headquarters to Holly Hill. That is also in process with their architects. They've talked and they've included in the updated development agreement, a provision to add that additional bit of security that he thinks the Commission was looking for at their last meeting about architecture. Since they don't have the entire site design and there may be some modification and variation that goes through as the site develops over the next several years, they've added a requirement that the architecture for those subsequent pieces that come in would come through, in addition to the typical site plan review, would come to the Commission for review of the final architecture so that the Commission will see those other buildings as they come through and they will have a defined set of criteria for what they're going to look like but the Commission will ultimately see them before they get a final approval to move forward and get on the way with construction.

Mayor Penny asked Attorney Watts if he wanted to touch base on what they learned about Class "A" buildings since we've thrown that term around so loosely.

Attorney Watts stated, yes. They have talked about Class "A" space and he thinks there is a bit of a missing term of art, if you will, in the initial discussions about Class "A". They know that what is being planned is going to be extremely high quality office space. There's a lot of elements that go into if they were talking to site selector or something like that and said we want a Class "A" office space that fits into a specific set of criteria that he thinks is somewhat different than what will ultimately end up with here. They will have space that fits the needs of Synergy moving forward, that fits the needs and serves the academy moving forward. For example, it may not have all of the differences like fiber optics and things of that nature. Some of those levels of fit and finish that they would see with a Class "A" office space may be different. Now, they had some conversation at their meeting yesterday about whether that means stain concrete and he's been assured it doesn't. He thinks the bottom line is it will be office space that is far superior to what they commonly see but he thinks may not technically fit within the classification of Class "A" office space as a national site selector or somebody of that nature might be looking for. With that, let him give the Commission an update on what they've been doing and how they've been approaching this. They have organized all of the comments that been outstanding and the concerns that have been outstanding into a checklist that their team has been reviewing and working through. They've been getting on weekly calls to run through and make sure everybody is moving forward with their particular tasks to make sure they have everything needed to stay on target, stay on target for final approval of the MPUD by the end of February 2017, they've been working very hard to make sure that date stays set and he thinks they are making that progress. By this Friday, they actually, they were intending to resubmit the letter to staff responding to

each of their comments, together with the updated Development Agreement last Friday and then as a result of some of the meetings that took place last week with the City Manager and Mr. Swartzlander and some others, there were some tweaks that they all felt were needed and so they pushed that back by week but they haven't pushed anything else back. They are still working on staying on that same time line. With that, he would generally, like to open up for any questions on the MPUD and then he thinks they get into some of the discussion about the Purchase and Sale Agreement and the Incentive Agreement.

Mayor Penny asked if anyone had any questions for Attorney Watts? Mayor Penny stated he's been in no less than five meetings but all the questions he asked, he received the answers to. He feels that he is at somewhat of an advantage over the rest of the Commission because he has had a lot more contact with the applicant so feel free to ask any questions that they would like.

Attorney Watts stated there were a lot of questions on the list previously that dealt with the financial aspects of the project and so what they did, he thinks there was some conversation and certainly as most businesses, they don't want to submit information that automatically becomes public record on all of our finances and things of that nature so what they did in the alternative was invited Mr. Swartzlander and Mr. Forte to come over and sit down and go through the project budgets, go through the financial information and he thinks that's what Mr. Forte alluded to at the beginning of meeting, they didn't see anything that raised any red flags with regard to their review but Fountainhead thought that was a good way to sit everybody down and go through those materials and make sure that the questions or concerns relating to that aspect of the project were answered and he thinks they were at the point where based on their most recent meetings, he thinks everybody has generally been satisfied that there is a plan moving forward for the financing and the overall business side of the project.

Commissioner Byrnes stated if things go as planned, where do they see the city next year at this time?

Attorney Watts stated if things go as planned, next year this time, they will be working on probably moving furniture into the buildings so that they can get employees in. They've been working on basically on an assumption that they have about a year. The desire is to be shorter than that but a year to get the initial phase done and people moved in.

Mayor Penny stated Fountainhead provided a sequencing here. He wasn't sure if Mr. Myer wanted to touch on that now.

Mr. Myer stated in their business it has been growing very rapidly in some ways they haven't even planned and one of the things that's growing more than expected is the academy. Within their business with Synergy Billing they have some very specific growth targets and a very specific business plan that they are carrying out. They are very confident in those numbers and the space requirements in those years. One of the things they will see in the handout, on page two, is in different years, the number

of expected employees within Synergy and what the space requirements are. Now, they are going to aggressively be pursuing rehab and new construction to try and get that done by the end of the year, that's very aggressive. The reason being is it's to Synergy's benefit if they are able to do that because they'll book one additional year of incentive revenue so they will be very diligent in their efforts. What are the chances of that happening? Right now, it's a little too early to say but he can tell the Commission the team is working with that in mind. *(Referring to the development sequencing handout)* this shows them right now from the construction that they will do this year, they will have enough space to get them to about 2018. They would have to begin working on one of the wings and one of the things that this phase diagram shows them, if they notice the colors, anything that's in the lighter green, that's the next sequence of events so the darker green, this is what they are doing on day one, the yellow buildings this is what they will move into just as soon as they can and then they will see the light green, they've got a wing on the both Southside and Northside and each one of those is designed to be a three-story building that would be 33,000 square feet and so that's the next sequence of things and it ties back to what's outlined there on the second page. The goal is 1231.

Commissioner Via stated he has a question. With 2017 going to 2018 it looks like Synergy is going to add about 70 employees, in 2018 about 1905 and then roughly about 150 the next year to hopefully get to 472 right under 500. Does Synergy plan on training all of these people or are these jobs that do not have to be trained? Do these people have to go through Synergy's academy?

Mr. Myer stated, yes. These are people that will require the training that goes on in the academy. Their ability to meet the needs in the marketplace is heavily dependent upon their ability to find and develop that talent. So to answer Commissioner Via's question, yes, they will have had to complete some coursework in their academy.

Commissioner Via stated or hired outside.

Mr. Myer stated or already have the skills that Synergy needs. Exactly, one way or the other.

Commissioner Via asked and Synergy is confident that they can hire and find that many skilled people?

Mr. Myer stated that is the variable that he can't predict.

Commissioner Via stated, yes.

Mr. Myer stated he believes they will be able to.

Commissioner Via stated but from Mr. Myer's experience of hiring people now, is it fairly...he doesn't want to say easy but fairly easy for Mr. Myer to find people that can do this type of work?

Mr. Myer stated it has been challenging for them to find people that can do this type work which is why they've taken an innovative approach with the workforce development. That's why the academy is a key piece to this because their ability to grow this way depends upon their ability to get them in the door and get them trained or to recruit in the talent that is able to meet the demands of the marketplace. So by having a campus environment, it either A) allows them to recruit them to this community or B) allows them to train and develop people within the community.

Commissioner Danio asked Mr. Myer where did he get the formula for this?

Mr. Myer stated what they've done, if they look at the numbers essentially, the year 2017 is a year of 25% growth, in subsequent years it's a 50% growth, and this ties back to some other ratios and numbers within their business plans.

Mr. Forte stated the plan does not hold Mr. Myer to these numbers. These are internal projections that if he doesn't meet, for example, he doesn't reach 210 employees in 2018, that there's no consequence to that. That's an internal number for Mr. Myer's own projections.

Mr. Myer stated thank you for the clarification. This is this really designed to give the Commission an idea as to what to expect as far as the growth and when other buildings will come online.

Commissioner Currie stated the growth is actually more beneficial to Mr. Myer when they're talking dollars.

Mr. Myer stated, right. It's certainly to Fountainhead's benefit if we can build as quickly as possible.

Commissioner Byrnes stated Mr. Myer, you've been doing some innovative stuff with career services, Workforce Florida, whatever they are calling themselves this week. Mr. Myer had a bunch of folks who were unemployed for long time, put them in your program and did...was it all of them or some of them?

Mr. Myer stated Synergy did the first program this past year. They called it *Career Ignite* and this was proof of concept for them that they are able to take folks with no prior healthcare experience and teach them this trade. So they put them through the training which, they conducted at The Market and had the graduation over the summer and then they completed a hands-on, real-world externship to gain real-world experience and then they hired the majority of them. The ones they didn't hire got their certification and were employed by other areas. He thinks the exact higher-rate, he thinks that 80% of them have been placed so.

Commissioner Byrnes stated better than a lot of schools.

Mr. Myer stated they are pretty excited about that. With the academy itself, as that grows the program becomes more robust and initially, it has two specific tracks. One is the billing encoding and the Synergy Billing certification and the other is a leadership and management development course and these are the two bottlenecks that they run into in our business and really in any growing business. You need the technical workforce to carry out the work and then you need leadership and management in order to make sure that you're managing that growth and so with those programs, it will help them address those needs for their growth. The thought process is really they can either develop the talent within their community or with this campus environment, recruit them in and the people is really a challenge for them. They need to get those people in the door.

Commissioner Byrnes stated and these jobs are not just and they know this but he sees a lot of faces that may have not heard them talk about it before. These are not like training in a fast food place that you can make burgers, these people finish and they are in the double digits, as far as, dollars.

Mr. Myer stated that's right. A lot of people have this misunderstanding about billing because he thinks when they hear the word billing they think about sending out invoices and clerical work and in the world of health care billing it's very much a data technology driven business. They need people that are analytical, problem solvers so it's really a different class of caliber of workers. It's not just a typical clerical worker and the mistake he has made, in his past, in this business, is trying to hire the same people everybody else was trying to hire which didn't have the skill set, they were more entry-level and so they elevated things which is one of the reasons they pay more because they are looking for higher caliber folks.

Commissioner Via stated he had another question of Mr. Myer. Does your business model allow you to work in staggered shifts? Say for instance...because he knows they might be working with West Coast people, what keeps going through his mind when he looks at 500 people is that neighborhood and at 8 AM 500 cars rolling through there and then at 5 PM same thing happens. Are you planning on working in staggered shifts so that way it would cut down on that?

Mr. Myer stated they are evaluating the feasibility of that right now. He thinks that's a great idea and suggestion. It's been tough in their business right now because of space being a factor. He thinks it's a great idea for the fact that they serve different time zones. They have clients as far out as Hawaii so that's a six-hour time difference so what that means is when they're following up or contacting the client, they have a very limited window. One of the things they have explored through the course of our discussions with city staff is a staggered start time so that they have a morning shift and afternoon shift and he thinks that would be better for everybody. They're going to have a lot of school traffic there. Although, they have not given a firm commitment for that. He thinks the feasibility analysis shows them that it makes

sense for their business and for the neighborhood.

Commissioner Via stated, Synergy would have their workers working longer for them as well. They could be open a lot longer. That would be, he thinks that would be awesome for that neighborhood. In terms of, that's why he was calling for the traffic analysis.

Commissioner Danio stated are you saying what Commissioner Via was saying, that many people leaving at one time, the traffic analysis impact still sits under that?

Attorney Watts stated what the traffic analysis does is it looks at the development of the overall site over a period of time to buildout condition which he believes is at 2021/2022 somewhere in that range and it also takes into account not only the projected traffic generated by the site but also the background growth that's continuing to occur on the road network around it. The bottom line answer on the traffic analysis is even with all those conditions, it doesn't break the surrounding roads, all substantial delays, it doesn't cause any other concurrency failures in the surrounding road network. Now, during their AM and PM cap hours, they have a higher volume of traffic coming in and out of there. That was one of the things they were looking at with regards to that turn lane and the warrants. When he was mentioning before, the point at which, if they look at the standardized analysis when that turn lane would be justified based on the traffic volume and the volume of the other traffic on that road, when it's warranted versus where they are at that buildout condition with the background traffic, also in the analysis, they still don't trip that warrant. But one of the things, he thinks, to sort of ameliorate or cut off an issue before it becomes one is that they agreed, when they get to that fixed point. They currently they have it set at 80,000 square feet. They're going to convert that to a trip number but when you get to that point they put that in there that prevents that issue from reoccurring. He thinks that's one of the things to address, to get ahead of some of those issues but when they look at the end of the analysis in the TIA and they will have this as they go through...when they have the full MPUD package, they will have that analysis in front of them as part of that package and they can look at the AM and PM peaks when they have the heaviest volume and it's still supported by (inaudible).

Commissioner Currie stated first of all, thank you. This is part of what I've been looking for so very much and I like this, so thank you. You and I are sort of on the same page for this, thank you. Commissioner Currie stated Mr. Forte may be able to answer this. Still that Traffic Impact Analysis bothers her. Are we going with the old Traffic Impact Analysis because I don't like that. Commissioner Currie stated what her thought is they have the expansion of LPGA, you have LPGA that's in the near future going to three lanes, I understand it used to be a school and there was bus traffic but it wasn't mostly bus traffic it was largely kids being driven there and we had a lot of traffic that way so were going with an old Traffic Impact Analysis she has problems with that.

Mr. Forte stated traffic is not his thing. He can sit here and talk to his daughter who is a traffic engineer and she can probably educate him a whole lot better. They had

an opportunity to meet with the representative from Sam Lassitier's office who are traffic engineers that do the traffic analysis and what the engineer had informed them about was he used the maximum impact scenario on the property at buildout at 2021. Even at full buildout the analysis did not show a need for any external improvements to take place around the property. What he had shown them on the grease board, as a layman it doesn't make sense to Mr. Forte, because like Commissioner Via, he envisions 500 cars flooding into this property at 8 o'clock and there being a traffic jam but according to the analysis the formulas that they use it doesn't do that. The way vehicles approach the property at the peak morning hours and the way the vehicles leave the property at the peak exit hours do not create that impact. In fact, he thinks their analysis showed that only one percent of the traffic leaving the property in the evening goes through the corner of Center and LPGA south. In his mind he's going, "well, that simply just doesn't make sense", but if you have to believe the data and the formula, which is what we're supposed to do, is believe the formula, then that's what the situation is.

Commissioner Currie stated are you also to tell her that the expansion of the four lane and the expansion of the three lane are not going to make a difference either?

Mr. Forte stated the four lane and three lane...

Commissioner Currie stated when they go to the West and then our portion of LPGA.

Mr. Forte stated the city's portion of LPGA is so far off the chart it's really not... to take it into consideration...

Commissioner Currie stated it's not that far off the chart.

Mr. Forte stated but when that does come into play, that's actually an improvement.

Attorney Watts stated, right.

Mr. Forte stated it goes from a two lane road to what would be a stacking lane.

Commissioner Currie stated she understand that's for LPGA but that's still bringing in more traffic into the area, is her point and Center Avenue...

Mr. Forte stated it's not bringing more traffic into the area it's allowing traffic to flow better through the area.

Commissioner Currie stated, yes but it's bringing more traffic into the area from that Interstate, from the Outlet Mall, from everything else that's going to be built out there and that's her point. She is concerned about Center Avenue and if the city doesn't prepare for it...

Mr. Forte stated nobody's going to turn onto Center Avenue that's not going to either

the Fountainhead project or lives there.

Commissioner Currie stated but if they're going to Fountainhead then we're going to impact the residents that live in that neighborhood.

Mr. Forte asked what neighborhood?

Commissioner Currie stated around Center Avenue.

Mr. Forte stated all he can tell her is the analysis...

Commissioner Currie stated or down Center Avenue towards Flomich. People take Center Avenue all the time. When Commissioner Via used to live off of Eagle Drive she is sure he went Center Avenue all the time off of LPGA.

Mr. Forte stated what he can give the Commission, in comparison, is Metro Electronics. Metra has several hundred people that show up to work there every day at 8:00 AM and the city doesn't see a traffic problem at all.

Commissioner Currie stated she just needs to make sure that's all. Attorney Watts will make sure with that Traffic Impact Analysis that they are going down the right path.

Attorney Watts stated they want the same thing.

Commissioner Currie stated she knows they don't want problems.

Mr. Forte stated they're not going to do another analysis, the data exists. There's no sense in doing the data of those two..

Commissioner Currie stated so they're good with...

Mr. Forte stated what they are going to do is revise a letter and based on data that has already been collected and the information they know about the project, he's going to give the city an updated letter.

Commissioner Currie stated, okay.

Mr. Forte stated and Mr. Harowski has made a request of about four, five, maybe six items that he would like addressed in the letter, that by the time this gets to the Board of Planning and Appeals, that letter should be in hand, and it will address at least the questions that Mr. Harowski had an issue of the Commission's concerns with the traffic impact in that community.

Commissioner Currie stated, okay.

Attorney Watts stated they raised some very good points. One of things they can do

is come back through for the Board of Planning and Appeals and for the Commission meetings, is have Andy Ames, the traffic engineer from Lassitier and Associates here, because he explains it far better.

Commissioner Currie stated she is sure he has wonderful answers that she probably won't even understand and would be beyond her realm of thinking.

Attorney Watts stated he thinks intuitively there's been some... that 1% is a great example. They all look at that report and think, 1% does that makes sense because they're looking at this. The way that the analysis is done, so the River to Sea TPO has a standardized methodology for doing their traffic analysis and so when they are talking about the formula that was used to study the site, basically the site and the characteristics of the site at buildout are plugged into the TPO's model. The models and the formulas that the TPO adopts is the standardized model and the methodology for studying the site and it spits out the result. It goes through the analysis and it generates the result. They talked in the meeting on the 22nd about they go through and make some changes, manual adjustments, to what was happening and he thinks Mr. Ames was pretty adamant about not messing with how that formula...

Commissioner Currie stated if he gives us an answer, that's the answer.

Attorney Watts stated, yes.

Mayor Penny stated it's counter intuitive.

Attorney Watts stated they will make sure that when they come back through for those hearings they will have Mr. Ames here so that he can explain in more detail.

Commissioner Currie stated she's good with that.

Commissioner Byrnes stated for the record, Mr. Forte, it went by kind of quick. You said that this is based on new data or at least the existing data from today is not based on 20 years ago.

Mr. Forte stated no, the data was collected a couple of months ago.

Commissioner Byrnes stated, oh, okay.

Mr. Forte stated and that same data is still good today. It's only six...less than six months old.

Commissioner Byrnes stated because he understands Commissioner Currie's concern that if this was data that was collected when the school was there or whatever, he want to make sure that her concern is solved even though he doesn't share it but that's why he wants, for his own information too, that it's recent data.

Mayor Penny state when Mr. Ames is here it will make more sense.

Attorney Watts stated their points are well taken. He thinks the new data that they are focused on and the comments focused on was the new site plan versus the old site plan and which one was the basis for the study. The data in the study...the conclusion they reached, the data that was generated by the studies, are the same either way because the way that the study was conducted is in one connection point on each of those two surrounding two road ways. Whether that changed with the updated site plan or not the traffic volumes coming out onto each of those roads is consistent.

Commissioner Byrnes stated again, he can see Commissioner Currie's concern because there are Holly Hill residents that use Center Street all the time. He hasn't seen the little wires across the street where they count cars and so he's just assuming that they have all this other infrastructure in place.

Attorney Watts stated he thinks that data was collected and the data is still good and reasonable.

Commissioner Via asked did the data look at the possibility of having staggered shifts and if that cut down drastically on the amount of cars? Obviously, it would.

Mayor Penny stated from what he remembers, Commissioner Via, the data is so one-sided in their favor that it doesn't impact it. They could have five times the amount of trips here and it doesn't trigger any need for any additional traffic devices.

Commissioner Via stated he thinks that's why the Commission needs Mr. Ames here to explain that to the Commission.

Mayor Penny stated, right.

Commissioner Via stated who weren't privy to those meetings.

Mayor Penny stated he agrees.

Commissioner Via stated in his mind, he's just thinking 500 cars at 8 o'clock and 500 cars at 5 o'clock and he doesn't know if any of the Commission has gone down and sat at the light at LPGA at 5 o'clock, your way back. It takes three or four times to just get pass Nova Road.

Mr. Forte stated Commissioner, to that point, that is why the model shows most of the cars going out Walker Street to Nova.

Commissioner Danio stated Walker Street isn't much better though.

Mr. Forte stated what it does is it splits the traffic exiting the building, exiting the property and that's what's so confusing about it. You know, the time to argue the model is when the model is developed. You can't really argue the model when the results come out and say, "I don't like the results, change the model". That's always

a flaw where...

Commissioner Via stated that's not what he's doing.

Mr. Forte stated no, that's not what he's implying. He's not implying that. What he is saying is that it's very confusing in Commissioner Via's mind and in his mind to say, "how do these 500 cars get out of there without creating a backup". He is with Commissioner Via 100% and like they said, when the traffic engineer is here he will put it up on the board and he will show how that formula works to spread those cars out and they will better understand it. For him to explain it to the Commission or for non-traffic engineers to explain it to the Commission, he doesn't think it's going to do them any service until the engineer is here who is the expert in that field.

Commissioner Via stated he would greatly appreciate it.

Commissioner Currie stated she looks forward to have that, thank you.

Mr. Myer stated he can add to that and they will more than likely have staggered starts.

Commissioner Via stated, good.

Mr. Myer stated because of time zones. It's just something that he can't commit to right now based on where their business is at but he thinks that it makes sense so they can serve other time zones.

Commissioner Via stated as they grow.

Mr. Myer stated certainly, with that many people.

Mayor Penny stated he thinks they all imagine them leaving the Daytona 500.

Attorney Watts stated he thinks they all can imagine that.

Mayor Penny stated this trip chart goes a long way for himself showing how do they go from an unoccupied space to buildout but the next page is equally as important, he thinks, he doesn't know if they want to jump there and talk about the phasing of the entire project from Parcel 2 to Parcel 1 to Parcel 3 to Parcel 4.

Mr. Myer stated, sure. What they are seeing on this last page, it's showing them on the left side what year they are looking at and then uses and when they come online and the corresponding parcel that applies to. As they can see, in 2017 they have the headquarters and the academy which we are diligently working towards that goal to relocate by the end of this year 140 people. With that they will have 21,000 square feet of office space and they will have 7,000 square feet for the academy. Now, the next time they are going to add 70 people in 2018 and that will bring them to 210. They have enough space to get them through then. In 2018, they are going to have to be looking closely at the future needs. They can see in 2019 one of the

next pieces that comes online are the amenities. This is an important piece because not only because it adds to the project but they made commitments to their employees and the question has been raised before "what commitment or what guarantees do we have". They are going to talk a little bit more about that in a minute because he thinks they found a way to approach that, that it might have alleviated some concerns but the other aspect is here, he also has to provide customer service to over 100 people. These people are expecting more space, features, amenities, they've been promised these things. He has to deliver. In addition to the commitment to the city, he has other stakeholders that he has to make sure that he keeps happy and fulfill those promises to. In 2019, they are looking at the headquarters, the academy and some additional amenities such as the food and fitness. This creates additional construction, they start building the wings on the main corporate headquarters building and now they're at a total, by the end of 2019, of 310 people. In 2020, is where they see the most growth and additional features start coming online such as the daycare, the academy continues to grow and expand and now they've had to add even more and they start to build the other wing. In 2021, that's the year that the health center and hopeful that it may happen sooner but based on current trajectory, 2021 would be when the health center comes online and that creates another 16,000 square feet. In 2023, additional office and this happens on Parcel 3, which is outlined to be 30,000 square feet and they are expecting uses here that would be things such as business accelerator, other businesses the Synergy gets into, additional expansion, things of that nature. They are hopeful that anytime between now and then their workforce housing and the partnership with the third-party developer would come online and would bring that as part of the project. Right now, the sequencing is anticipating full buildout by 2023. Obviously, it's to Fountainhead's benefit to do it sooner rather than later because of the nature of the Incentive Agreement and the fact that they will be able to recuperate some of the tax increment finance revenue that comes in until the year 2025.

Commissioner Via stated he had a question. The workforce housing, they're not looking to 2023 or are they going to continue to try and get that sooner?

Attorney Watts stated they have a five year window, basically, built in for workforce housing.

Commissioner Via stated and that's based on a lottery that they have to receive?

Attorney Watts stated, yes. One of the changes that they will talk about in the Incentive Agreement, they basically recognized in there a five year window for the workforce housing. That would be something to move forward every year to try and get the (?) in the water. When that comes through then that project would occur. It's just shown in the final year.

Commissioner Via stated so it could come through as early as 2018.

Mayor Penny stated the sooner the better.

Attorney Watts stated it could come through as early as 2017 as far as the lottery drawing.

Commissioner Via stated the clinic, daycare, fitness and food café, are all of those going to be public? Are they going to be open to the public?

Attorney Watts stated yes, they are.

Commissioner Via stated, okay.

Commissioner Currie stated she just has a question about the workforce housing because they know that lottery, not everybody gets to win.

Attorney Watts stated, right.

Commissioner Currie stated if it happens that there's not a draw there even in that window of five years, do they have any plans to take care of that themselves or are they going to use that parcel for something else or what are the plans for that parcel if the lottery doesn't come through because there is that possibility.

Attorney Watts stated there is that possibility.

Commissioner Currie stated she hopes that doesn't happen but that possibility is there.

Attorney Watts stated it is a possibility and they have to recognize that. In fact, this year there was 140 entrants, more than 140 entrants in the mid-size county portion of that lottery. He believes there were three to five that got the funding out of that.

Commissioner Currie stated that's not very good odds.

Attorney Watts stated some of the things that increase the likelihood of the lottery occurring are things like proximity to employment centers, proximity to job creation, job training, things of that nature so as that comes along with the development of the Fountainhead complex, it increases...if they are familiar with the NBA draft, you get more balls in the in the lottery. They see the likelihood, the scoring of those...of that site, will continue to go up. Now, from a structural standpoint, in the agreements that they put together or what they provided, at a point they get to at the end of five years if that lottery hasn't come through, that workforce housing hasn't developed then that property would then would be an option for Fountainhead to acquire that property, as well, as one of its options and then it would be developed either as an additional supporting space for the campus, they can look at alternatives for...perhaps looking at other alternatives for housing (?) things of that nature.

Commissioner Currie stated so they haven't really put a lot of thought into that. She is more than hopeful that will come through. Obviously, she would love to see that work out because it will make the whole picture come into play but she has to also look at the fact that there's a good probability that it may not so she's just curious if

there's been any forethought put into what could possibly be done without property or that parcel.

Mr. Myer stated if things go gang-buster and it grows even past their wildest expectations, it keeps them in Holly Hill. It keeps them growing and building right there bigger than anywhere else. What they've been thinking about is if the workforce housing doesn't come online which they view is a pretty credible piece of the project but they understand that there's a certain amount of that that is out of their control. They would come back before the Commission and it would have to be approved first for some of the other uses that have already been approved.

Commissioner Currie stated, okay.

Mayor Penny asked if there are any other questions for Attorney Watts or Mr. Myer.

Commissioner Via stated, yes. Are they going to continue the workshop after? In his meeting with Mr. Forte he mentioned something about incentives and this is now, all kind of changing.

Mr. Forte stated the Incentives Agreement and the Purchase and Sale Agreement are on the regular agenda. If the Commission has questions on the incentives they can talk about that on the agenda item itself but if they have questions about the PUD, now is probably the time to do that.

Mayor Penny stated they will talk about the agenda items but he doesn't believe... because of the changes that are made, will be ready to be voted on tonight.

Mr. Forte stated that's correct.

Mayor Penny stated but they will probably be ready to vote on in two weeks from now, on the 24th. For the interest in time and there's a lot of people here that want to see some of their loved ones receive awards this evening, they will go ahead and adjourn this workshop now and they will take a quick five minute break.

Commissioner Currie thanked Attorney Watts and Mr. Myer for the work they have put forth so far and she thanked staff for the work done so far as well.

Commissioner Via stated it's good to see it coming together.

3. **ADJOURNMENT**

The workshop session adjourned at approximately 7:05 PM.



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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Mark Juliano
SUBJECT: WWTP Effluent Pump Replacement
NUMBER: (ID # 1541)
APPLICANT:
PLANNER:

DISCUSSION:

This project is to replace the (3) three existing Fairbanks Morse turbine effluent discharge pumps that are used to pump the excess treated water from the Wastewater Treatment Facility to the Halifax River. The replacement of the (3) three existing effluent pumps is required due to age and condition. The pumps are over 30 years of age and were unable to meet maximum discharge flow during Hurricane Matthew. The scope of services is to replace (3) three 13H Fairbanks turbine pumps to match the existing footprint and design to limit the monetary requirements for the project. Replace (3) three US motors 30HP dual wound with 326T frame. The price of \$125,000 includes freight, installations and start up training. Due to the limited space and design of the discharge piping leaving the final basin it was extremely important to keep the same mounting footprint to the top of the final basin slap. Keeping the same pump footprint will limit down time to the process and will not require any further design. This will be a turnkey operation and will not require the use of an engineering firm.

The Sanders Company Inc. Is the exclusive authorized Fairbanks Morse Pump Co. Distributor for all counties east of the Apalachicola River. Only companies such as Sanders Company Inc. that are under contract with Fairbanks Morse are authorized to sell out products, OEM parts, and services. Section 30-71 of City Code allows for the purchases regardless of cost from a single source given prior commission approval. This approval is being sought from the commission for this purchase.

FISCAL ANALYSIS:

Funding for this project has been included in the Fiscal Year 2016/2017 budget account 400-3020-535-6400.

STAFF RECOMMENDATION:

Approve Single Source purchase of 3 Fairbanks Morse Effluent Discharge Pumps as allowed under section 30-71 of City Code.

COMMISSION GOAL:

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

MOTION:

Approval of replacement of the (3) three existing effluent pumps.

- Sanders Proposal (PDF)



SANDERS
COMPANY, INC.
 2816 SOUTHEAST MONROE STREET
 STUART, FLORIDA 34997
 772-220-2900 800-247-0880
 Fax: 772-220-3088

Proposal

Date: 12/14/2016
 Proposal #: 02640
 Project: EFFLUENT PUMP REPLACEM...

Customer:
 CITY OF HOLLY HILL
 FINANCE AND ACCOUNTING DEPT.
 1065 RIDGEWOOD AVE.
 HOLLY HILL, FL 32117

Terms	P.O. NO.
Net 30	

Qty.	Description	Rate	Total
3	13H FAIRBANKS TURBINIE PUMPS TO MATCH EXISTING FOOTPRINT AND DESIGN	22,325.00	66,975.00
3	US MOTOR 30 HP DUAL WOUND 326T FRAME	8,547.50	25,642.50
3	FREIGHT PREPAY AND ADD INSTALLATION	10,723.75	32,171.25

Prepared By: Angie Burke

Sales Tax (6.0%) \$0.00

Email: Burke@SandersCompany.com

Items are non-returnable and non-refundable without prior approval and are subject to a re-stocking fee. Parts quoted are same as originally manufactured and supplied within the serial number given to Sanders Company.

Total \$124,788.75

Attachment: Sanders Proposal (1541 : WWTP Effluent Pump Replacement)



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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-07 A Resolution of City Commission of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
NUMBER: (ID # 1554)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission and the Board of Directors of the Holly Hill Community Redevelopment Agency approved the sale of the property at 1200 Center Ave on November 15, 2016. The attached Purchase and Sale agreement has some amendments from the previous agreement specifically reducing the financing requirement from \$25m to \$5m. This Resolution is being presented for consideration of the amended agreement.

The City / CRA purchased 1200 Center Avenue in January of 2012 for \$1,500,000, approximately \$60,000.00 per acre. Since acquiring the property, the City continues to maintain the property with a landscape service costing \$30,000.00 each year.

The purchase of the twenty five (25) acre site and the expansion of the boundary of the CRA district to include this site were recommended in the CRA Master Plan for this property.

In May 2012 the City of Holly Hill hired Smith + Murray Studios, Inc., to complete an analysis and recommend preferred development plans for the property. This development plan was approved by the City Commission and incorporated into the CRA Master Plan in December, 2013.

The CRA Master Plan states: *"the City of Holly Hill will be redeveloped as a City that has a strong urban and civic core which reflects traditional and family values; is business friendly supporting employment opportunities and services; protects and enhances residential areas; is environmentally sensitive, supporting green building and conservation initiatives; and provides quality parks, recreation programming and open spaces."*

FEASIBLE USES, ECONOMIC DEVELOPMENT POTENTIAL, AND NEXT STEPS

Overall Next Steps:

"The City, in coordination with the County and the State, can begin to assemble an incentives "toolbox" appropriate for the identified use. In its FY 2012-2013 proposed budget, the City of Holly Hill has allocated \$1.5 million general fund allocation for "Private Organization / Grant & Aids. The intention of this fund is to incent local business to expand and new business to locate in the City based on the magnitude of new jobs and new property tax revenue generated, and can be leveraged to attract potential operators or developers. "

For several years, the property has been marketed by the contractual Economic Development Director using Loopnet, visiting with developers at conferences and utilizing other resources available to her. Unfortunately, the city has not received any significant interest.

However, last year the City entered into a purchase and sale agreement with Fountainhead, LLC. to acquire the property for the purpose of developing a campus like setting to relocate the Synergy Billing headquarters anticipated to employ over 400 people by 2026 and to expand the site to develop a daycare, medical clinic, café and other related businesses.

Over the past year City staff and representative from Fountainhead, LLC. have been discussing and negotiating the terms and conditions of the sale of this property and incentives being made available to the developer to bring the business headquarters and 400 employee to Holly Hill. Due to the extended time period of negotiations and changes to the development plan, the purchase and sale agreement had expired.

On Sunday, July 12, 2015 the property located at 1200 Center Avenue was originally advertised in the Daytona News Journal, in accordance with Florida State Statute, seeking proposals for the sale and development of this property. Responses were due to the City no later than August 11, 2015.

Fountainhead Developers was the only proposal the city received by the due date. The preferred development scenario, in the Mater Plan, included a mixed use concept of which, many of the elements in the Fountainhead proposal fall well within the recommendations of the consultant.

The City has received an offer to purchase the property at 1200 Center Avenue from Jayson Meyer, owner of Synergy Billing, which is currently located on LPGA Blvd. just west of Jimmy Ann Drive. Synergy Billing is an established medical billing office currently employing nearly 100 people. Their plans are to build a campus style community where employees can live in the onsite apartment complex and walk to work. An onsite daycare facility will help accommodate child care needs and an onsite cafe will be available to employees and the general public. In addition, a health clinic is proposed to help serve the under insured population living in Holly Hill and the surrounding area.

Synergy Billing is anticipating its growth to exceed approximately 400 employees by the year 2020. With this anticipated growth, Synergy Billing is looking to expand their office environment by renovating the existing gymnasium and media center into class "A" office space immediately upon purchase. As growth occurs, additional office building space will be constructed.

The complex also anticipates an educational facility that will train people in the field of medical coding and billing. Successful participants may transition into full time employment with Synergy Billing or move on to other employment opportunities with real world experience in medical coding and billing.

The details of the conceptual plan, CRA Agreement, MPUD and subsequent details are being presented to the Board of Planning and Appeals (BOPA) and are a contingency to the sale of this property.

FISCAL ANALYSIS:

See attached incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign an agreement to sell approximately 9.42 acres of the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in the Agreement.

COMMISSION GOAL:

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

MOTION:

Approve Resolution 2017-R-07, authorizing the City Manager to execute an agreement for sale of the property.

ATTACHMENTS:

- Vacant Land Contract - Purchase & Sale Agreement with Fountainhead - Updated - Jan. 2017 (PDF)

HISTORY:

01/10/17

Next: 01/24/17

City Commission

TABLED

Resolution No. (ID # 1554)**RESOLUTION 2017-R-07 A RESOLUTION OF CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2017-R-07**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holly Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre; and

WHEREAS, in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Avenue on Sunday, July 12, 2015; and

WHEREAS, the City Commission and the Community Redevelopment Agency had approved a purchase and sale agreement with Synergy Billing on September 22, 2015 which has since expired; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 by negotiated sale price, and authorizes the City Manager to execute a purchase and sale agreement.

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

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

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

adoption.

APPROVED AND AUTHENTICATED on this 24th day January, 2017.

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1 **1. SALE AND PURCHASE:** City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
 2 and Fountainhead, LLC ("Buyer")

3 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

4 Address: 1200 Center Avenue, Holly Hill, Florida

5 Legal Description:

6 See Attached Exhibit A

12 including all improvements and the following additional property:

13 all contents in the structures.

PRICE AND FINANCING

16 **2. PURCHASE PRICE:** \$ payable by Buyer in U.S. funds as follows:

17 (a) \$ 25,000.00 Deposit received (checks are subject to clearance) see additional terms by
 18 for Jeffery C. Sweet Trust Account ("Escrow Agent")
 19 Signature Name of Company

20 (b) \$ Additional deposit to be made by or days from
 21 Effective Date.

22 (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

23 (d) \$ Other:

24 (e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
 25 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

26 ☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
 27 used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
 28 prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
 29 total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
 30 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:
 31

32 **3. CASH/FINANCING:** (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

33 ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
 34 "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
 35 occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
 36 and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
 37 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
 38 Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
 39 Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
 40 Buyer will pay all loan expenses, including the lender's title insurance policy.

41 ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
 42 % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
 43 informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
 44 such information to Seller and Broker.

45 ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
 46 amount of \$, bearing annual interest at % and payable as follows:

48 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
 49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

50 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional _____ terms _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

9.1.a

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as * see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

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receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph **(b)** above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: **(a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) All other disputes: **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

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will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee	Real Estate Licensee
Broker / Brokerage fee: (\$ or % of Purchase Price)	Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. If any one of the above dates is not met, either party has the right to terminate this Contract.

-The Buyer shall submit a subdivision application to create the Property which must be approved before the closing date.

-The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD for the Property to be submitted as the owner of the Property and the MPUD ordinance, rezoning the Property, as the regulatory body over the Property.

-Prior to the closing Buyer must submit evidence satisfactory to the City of financing sufficient to complete the initial portion of Phase I (existing structures rehabilitation) with an estimated cost of \$5,000,000.00.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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296* -The deposit shall be paid as follows: \$10,000 shall be paid to the escrow agent within 3 days of execution
 297* of this Agreement by the Buyer. The Buyer shall deposit an additional \$15,000 on March 15, 2017. The escrow
 298* agent shall be Jeffrey C. Sweet and deposit checks shall be payable to Jeffrey C. Sweet Trust Account.
 299* Buyer shall have until February 28, 2017 to perform all necessary due diligence and feasibility study as
 300* provided to in Paragraph 6(c)(1) above.
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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
 325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
 327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
 329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
 331* Print name: _____
 332* Phone: _____ Address: _____
 333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
 335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
 337* Print name: _____
 338* Phone: _____ Address: _____
 339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-08 A Resolution of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1552)
APPLICANT:
PLANNER:

DISCUSSION:

The City has been in negotiations with Jayson Meyer / Fountainhead, LLC., to purchase and develop 9.42 acres of the property located at 1200 Center Avenue in Holly Hill. Mr. Meyer is proposing to develop the property in phases to bring the headquarters of Synergy Billing to Holly Hill and relocate initially 100 employees with intent to increase staffing to 400 by the year 2020.

Other phases of the development will include a workforce housing component, a cafe, daycare, clinic, learning center and fitness center open to the public. The details of the development will be presented to the Board of Planning and Appeals (BOPA) in the form of an MPUD. The MPUD must be approved by the City Commission as a contingency to the sale of the land and the incentives can only be applied if the land is purchased by Fountainhead, LLC.

FISCAL ANALYSIS:

See attached Incentive Agreement.

STAFF RECOMMENDATION:

Staff recommends the Holly Hill City Commission support the Incentives Agreement and authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2017-R-08 AND THE ATTACHED INCENTIVES AGREEMENT AS PRESENTED AND AUTHORIZE THE CITY MANAGER TO

EXECUTE THE AGREEMENT.**ATTACHMENTS:**

- Redevelopment Incentive Agreement - Fountainhead - Jan. 18, 2017 (PDF)

HISTORY:

01/10/17

Next: 01/24/17

City Commission

TABLED

Resolution No. (ID # 1552)**RESOLUTION 2017-R-08 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-08**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC., FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holy Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre, and in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission had directed the City Manager to negotiate an Incentives Agreement with Fountainhead, LLC. to develop the property, utilize the incentives to provide for a superior development; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale and offer these incentives to Jayson Meyer for the purpose of relocating the Synergy Billing headquarters and bring 400 jobs to the City of Holly Hill by the year 2020.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Incentives Agreement attached for the purpose of developing the property located at 1200 Center Avenue, Holly Hill, Florida 32117 and authorizes the City Manager to execute the agreement.

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

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

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

APPROVED AND AUTHENTICATED on this 24th day of January, 2017.

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

WITNESSETH

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC (Synergy) headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first \$60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including telecommuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit D for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission-based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

(e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

(f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive.

7) If the City or Agency is denied access to the employment records or if the information required in Exhibit D is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, \$190,000.00 shall be used as a credit towards the purchase price of the Developer acquiring Parcel 1. Parcel 1 shall be acquired by the Developer after meeting the criteria below which shall be closed simultaneously with the first payment of the New Employee Incentive. The \$190,000 used as a credit towards the purchase price shall remain in the New Employee Incentive fund. The first payment of the New Employee Incentive shall be conditioned upon (a) the completion and certificate of occupancy being issued for all of Phase 1, Parcel 2 as identified on Exhibit C; and (b) the headquarters and all employees of Synergy Billing, LLC being permanently located to the Phase 1, Parcel 2.

PART TWO

Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the "Eligible Redevelopment Costs") including, but not limited to:

(a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to

engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

(b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

(c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

(d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

(e) Construction of parking facilities, turn lanes or other traffic related improvements.

(f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

(g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement).

(h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit D to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA. Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE
REINVESTMENT OF NET SALE PROCEEDS
OF RESIDENTIAL PORTION OF PROPERTY

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit E (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. The City and Agency agree to budget and appropriate \$50,000 in fiscal year 2017/18 and carry forward this amount for a period of 5 budget years, or until a FHFC grant is awarded to a workforce housing project on this Property, whichever occurs first, to represent the required local match for Florida Housing Finance Corporation's Workforce Housing financing. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property designated for the Workforce Housing Parcel, in addition to any other legal remedy available to the

City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less \$60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

15) Neither the Net Sale Proceeds nor the \$60,000 per acre for New Employee Incentive shall be paid to the Developer unless the Developer or a 3rd party during the term of this Agreement has acquired parcels 1, 2 and 3.

PART FOUR **PURCHASE OPTION**

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit F, pursuant to the following terms and conditions;

(a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit F, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be \$60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit G. The Initial Option shall be exercised as discussed in Paragraph 8 above for the purchase of Parcel 1(the "Initial Option"). If the Developer fails to exercise and close the Initial Option as discussed in Paragraph 8, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises and closes the Initial Option as required in Paragraph 8, the Developer shall have four (4) years measured from the date of acquisition of Parcel 2 to exercise and close the next option (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the

Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

(i) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;

(ii) the Developer is in full compliance with all other terms under this Agreement; and

(iii) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

(b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

(c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

(d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water, canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

(e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required

by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

(f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

(g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

(i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

(ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

(iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

(iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

(v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future (*for so long as the City and Agency own same*) be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

(vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

(vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within five (5) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchases the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE

GENERAL PROVISIONS

18) Procedure for Processing Payments: All payments to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

(a) All required information shall be provided to the City or Agency in a timely manner. A "timely manner" under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a "timely manner" shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

(b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

19) Notices. All notices, statements, demands or other communications ("notice(s)") to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
1410 LPGA Blvd
Daytona Beach, Florida 32117

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

20) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

21) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

22) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

- (a) the property is incorporated into the MPUD zoning of the Property; and
- (b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

23) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

24) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

25) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

26) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

27) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

28) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

29) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

30) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

31) The term "day" or "days" shall meaning regular working days of the City and excludes weekends and Holidays.

32) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

33) The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2016, reviewed by the City's Planning Board at its February 6, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

34) The Purchase and Sale Agreement and the Incentive Agreement are contingent upon the City of Holly Hill and the Holly Hill Community Redevelopment Agency approving the MPUD submittal as the owner of the property and the MPUD ordinance, rezoning the property, as the regulatory body over the property.

35) Upon the termination of this Agreement, if the City/Agency is still the owner of any portion of the Property, the City/Agency has the right to develop, sell, transfer, rezone, etc. that portion of the Property as the owner of the Property without the consent or approval of the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2017 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson Meyer

Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2017 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

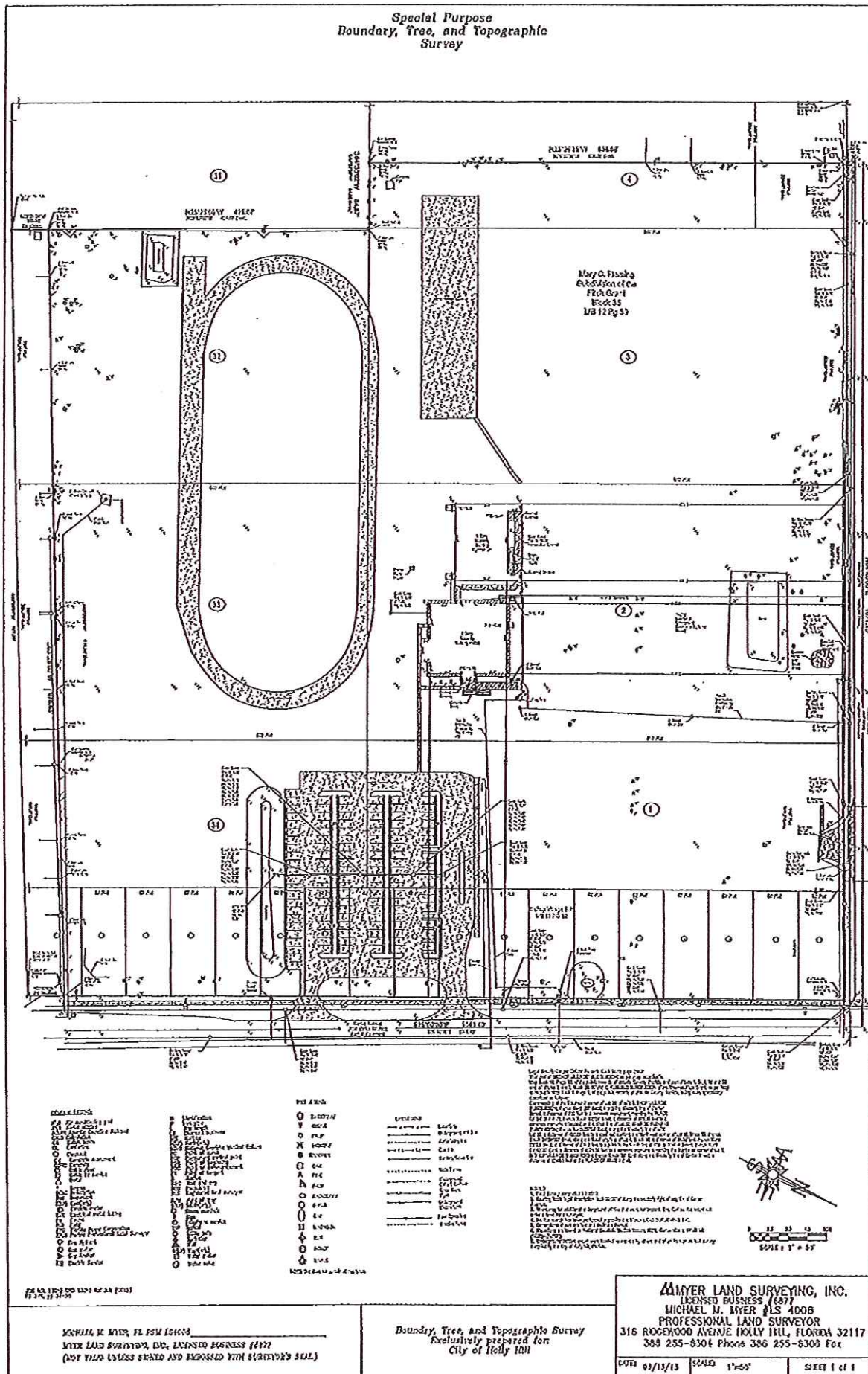
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A – Description of Property and Impact Fee Credits/Exemptions



Fitness	4,000	\$5.35	\$21,400.00																
Restaurant	4,000	\$4.78	\$19,120.00																
Day Care	6,000	\$4.39	\$26,340.00																
MFOU	88	\$1,506.04	\$132,534.52																
Rhondel	0	\$10.96	\$0.00																
TOTAL			\$307,354.52																
Amount of Credit																			
School Area	116,312.00	\$4.39	\$510,609.68																
Net			\$5,258.15																
The results in a credit estimate of \$135,789.65 to the developer of the site.																			

[illegible]

Exhibit B – Employee Incentives

JOB GROWTH/RETENTION INCENTIVES

Over Minimum Wage	Incentive \$\$	Eligibility	Hourly \$	Annual \$
125%	\$ 1,000.00	Transfer	\$ 10.06	\$ 20,924.00
125%	\$ 1,250.00	Transfer - Holly Hill Resident		
125%	\$ 1,500.00	New Position		
125%	\$ 1,750.00	New Position - Holly Hill Resident		
150%	\$ 1,500.00	Transfer	\$ 12.07	\$ 25,105.00
150%	\$ 1,750.00	Transfer - Holly Hill Resident		
150%	\$ 2,000.00	New Position		
150%	\$ 2,250.00	New Position - Holly Hill Resident		
175%	\$ 2,500.00	Transfer	\$ 14.08	\$ 29,286.00
175%	\$ 2,750.00	Transfer - Holly Hill Resident		
175%	\$ 3,000.00	New Position		
175%	\$ 3,250.00	New Position - Holly Hill Resident		
200%	\$ 2,750.00	Transfer	\$ 16.10	\$ 33,488.00
200%	\$ 3,000.00	Transfer - Holly Hill Resident		
200%	\$ 3,250.00	New Position		
200%	\$ 3,500.00	New Position - Holly Hill Resident		
225%	\$ 3,000.00	Transfer	\$ 18.11	\$ 37,668.00
225%	\$ 3,250.00	Transfer - Holly Hill Resident		
225%	\$ 3,500.00	New Position		
225%	\$ 3,750.00	New Position - Holly Hill Resident		
250%+	\$ 3,250.00	Transfer	\$ 20.12	\$ 41,849.00
250%+	\$ 3,500.00	Transfer - Holly Hill Resident		
250%+	\$ 3,750.00	New Position		
250%+	\$ 4,000.00	New Position - Holly Hill Resident		

Exhibit C – PHASE 1, PARCEL 2



Exhibit D – New Employee/Expense Reimbursement information

To be determined at a later date

Exhibit E – Workforce Housing Parcel

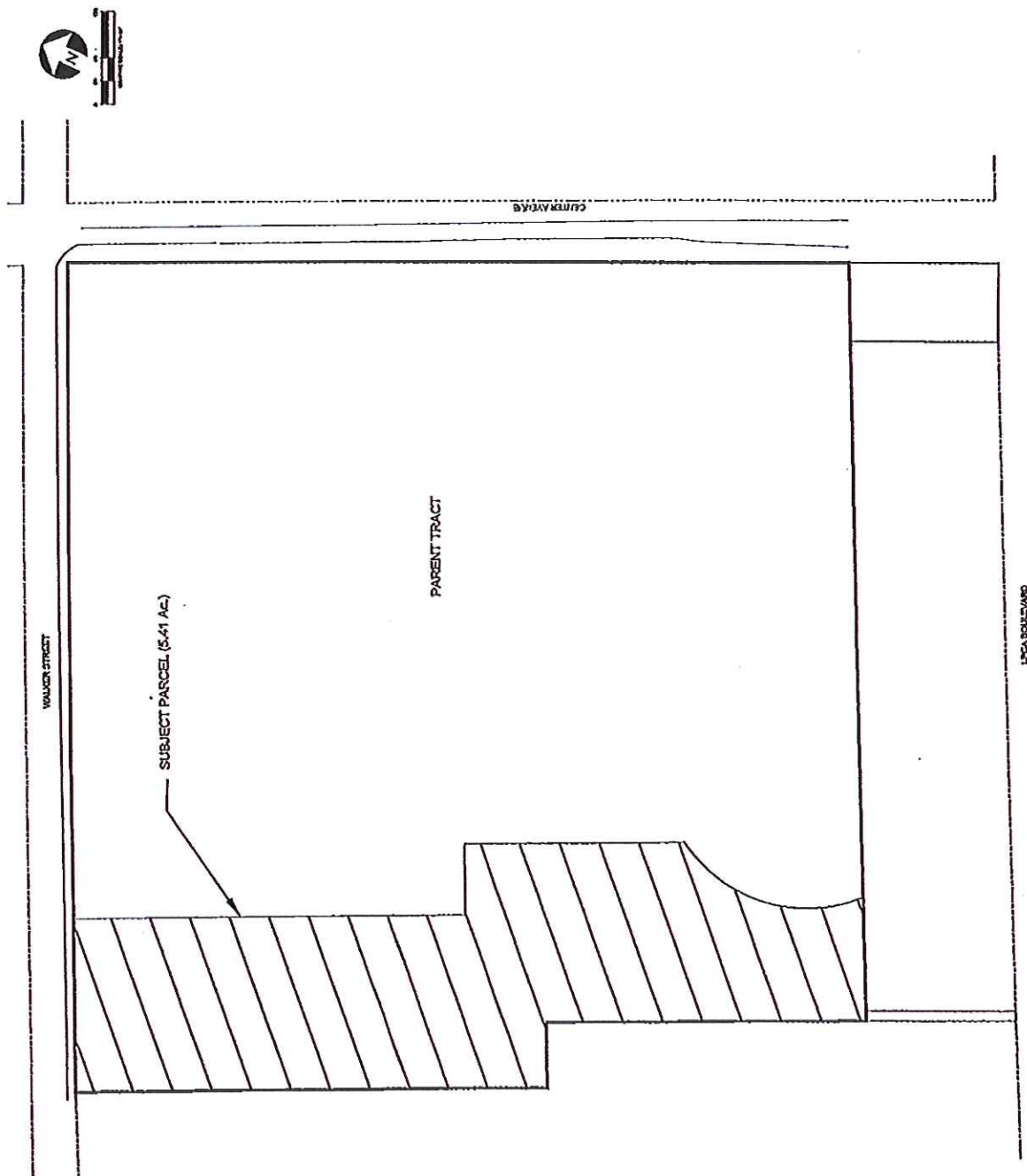
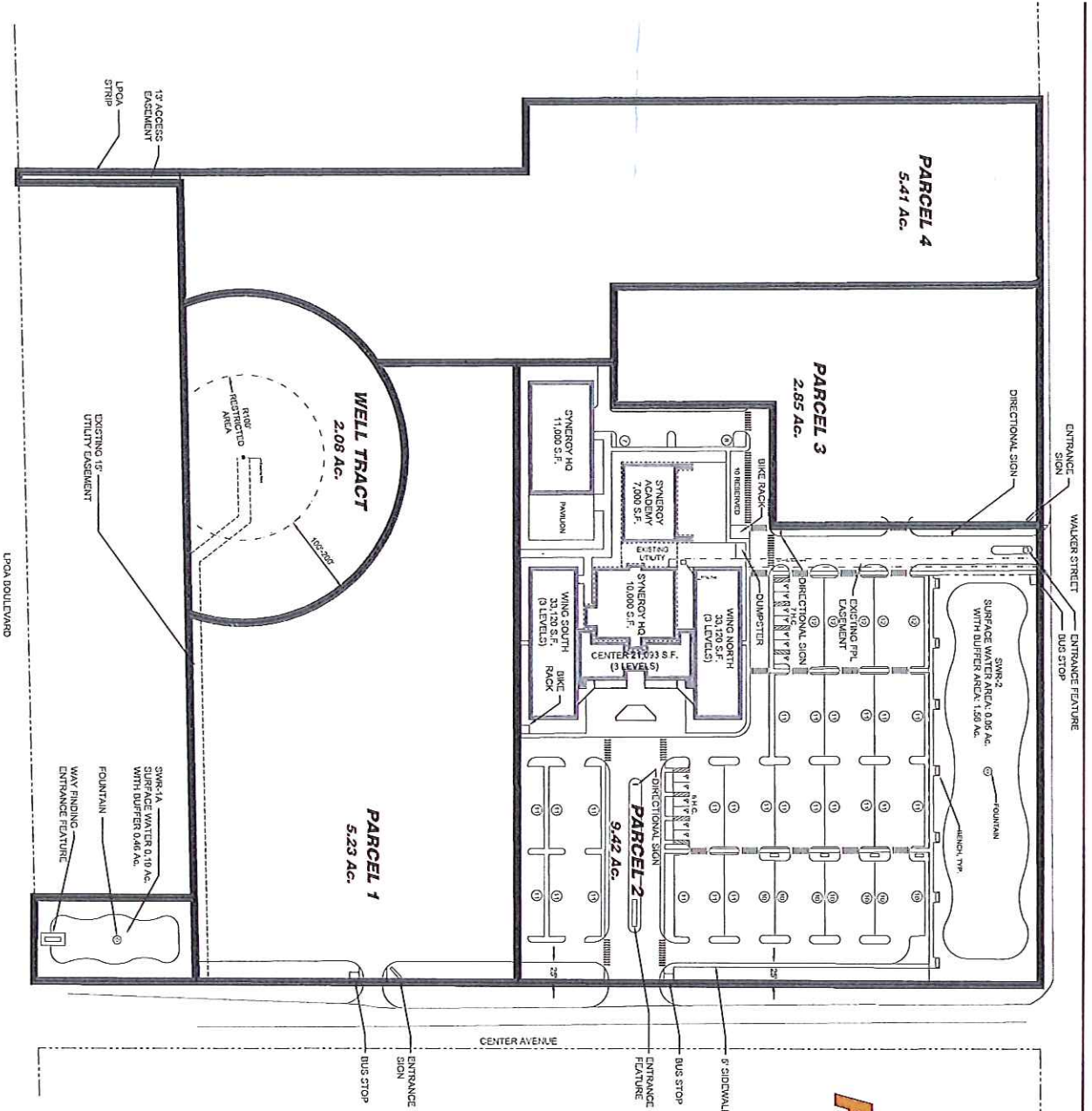
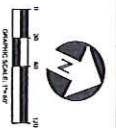


Exhibit F – Option Parcels



THE FOUNTAINHEAD

OVERALL DEVELOPMENT PLAN
HOLLY HILL, FLORIDA
JANUARY 13, 2017

[illegible]

THE PERFORMANCE GROUP
CIVIL ENGINEERING PLANNING DEVELOPMENT



JOSEPH A. MORAN, P.E., Q.C. 00000
LICENSED BUSINESS CERTIFICATION NO. 00000
100 PARK POINT DR. DAYTONA BEACH, FL 32114
PHONE (407) 255-1111 FAX (407) 255-1112

PARCEL 2 PAHSE 1 IMPROVEMENTS

FOUNTAINHEAD MPUD

NOT RELEASED FOR CONSTRUCTION

P.F. INC. 44005	
BNA, CARY, LAC 1715	
SCALE	1=500
DESIGNED	JAN
DRAWN	JAN
DATE	3/1/78
PROJECT NO.	
806	
JOB-SHEET 15	
SHEET C2 OF 2	

REVISED FROM 1978

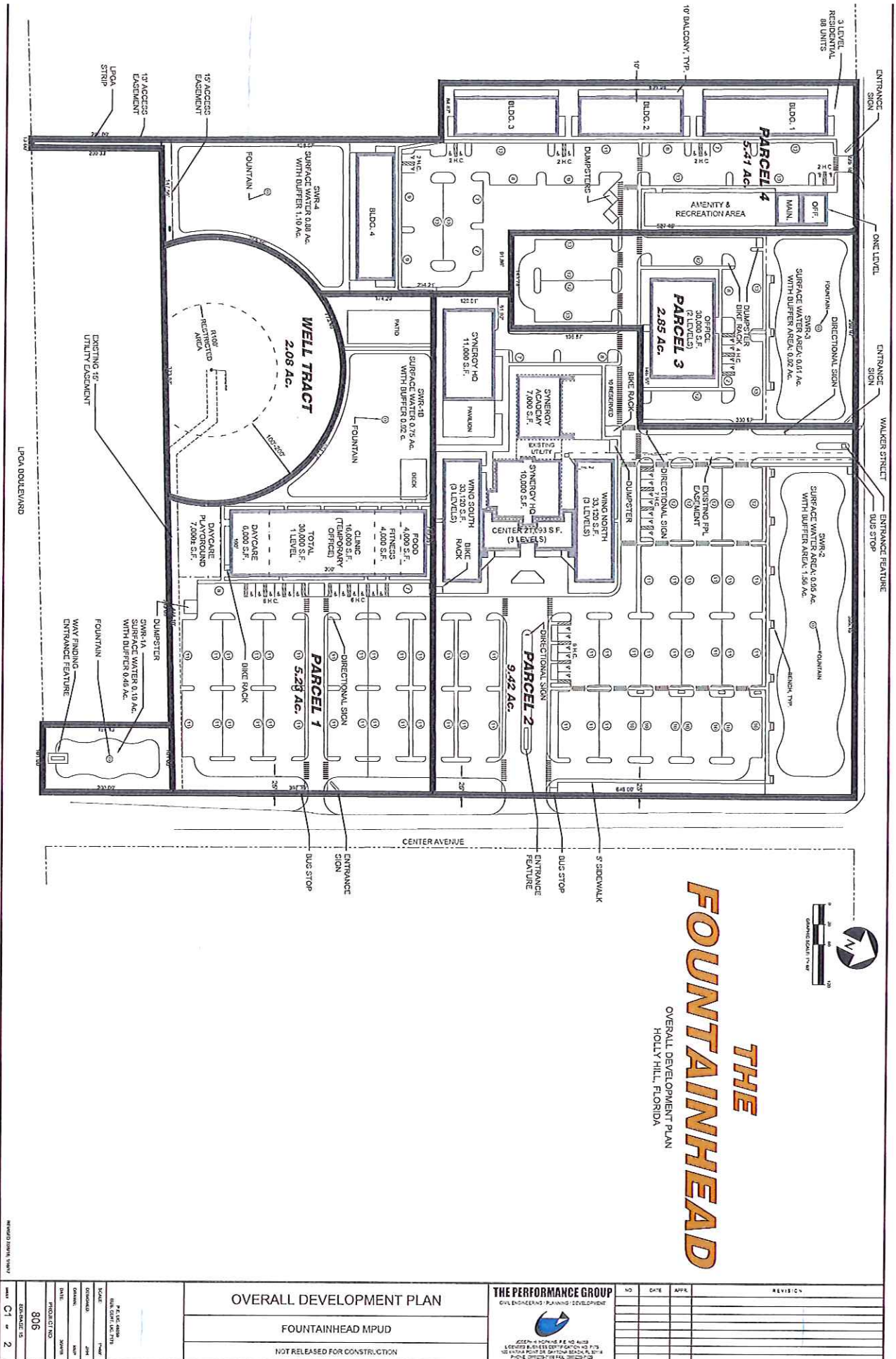


Exhibit G – Option Contract Form

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

Including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

- (a) \$ 10,000.00 Deposit received (checks are subject to clearance) by
Signature for Jeffery C. Sweet Trust Account ("Escrow Agent")
Name of Company
- (b) \$ Additional deposit to be made by or days from
Effective Date.
- (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
- (d) \$ Other:
- (e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

☐ (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs: Seller will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) Buyer Costs: Buyer will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) Seller will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ Seller ☐ Buyer will select the title agent. ☒ Seller ☐ Buyer will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) Seller will provide title evidence as specified in Paragraph 8(a)(2). ☐ Seller ☐ Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) Tax Withholding: Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

☒ (1) Feasibility Study: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for *see additional terms use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to Seller's status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent Buyer's intended use of the Property as *see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the property, unless Buyer waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. Time is of the essence for all provisions of this Contract. All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.

(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

286* _____
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 321* _____

322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
 327* revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
 329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
 331* Print name: _____

332* Phone: _____ Address: _____
 333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
 335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
 337* Print name: _____

338* Phone: _____ Address: _____
 339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Marina Grande MPUD 6Th Amendment **SIXTH AMENDMENT
TO MARINA GRANDE RESIDENTIAL BASED MIXED
USE PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**
NUMBER: (ID # 1559)
APPLICANT: Robert Merrill, Cobb & Cole
PLANNER: Thomas Harowski

INTRODUCTION: The City has received an application to amend the MPUD agreement for Marina Grande to provide a signage plan for real estate sales. The application was heard by the Board of Planning and Appeals on September 19, 2016 and sent forward to the City Commission without a recommendation. The City Commission held a hearing on the request at the end of September, but no action was taken at that time. The proposal was deferred to a future meeting. The applicant has modified the request since September and is again asking for approval of the amendment.

BACKGROUND: In 2005 the City Commission approved Ordinance 2714 which approved a mixed use planned unit development agreement for the property which has become known as Marina Grande. Over the years the initial MPUD agreement has been amended several times to address modifications to the plan and to address some procedural issues.

The current agreement includes a plan for signage including project identification signs and signage for the retail spaces. The agreement does not address real estate signage to be used for the sale and rental of residential and commercial units. Under the terms of the MPUD agreement, the regulations for real estate signage defer to the standard city code. Over time the applicants have found the standard city codes for real estate signage to be too limiting in their efforts to complete sales of the residential units and lease the commercial space. As a large project with multiple sales objectives and a project that is unique in the city, the applicant is seeking approval to include in the adopted MPUD agreement a plan for real estate signage that would replace the standard real estate signage as regulated by the City code.

DISCUSSION: The applicants have modified their initial proposal to eliminate the two proposed signs on the seawall. The applicant is now proposing a signage plan that

includes the following elements (refer to photographs offered as the amendment to Exhibit E for signage details and locations):

1. Three two-panel signs located along the Riverside Drive frontage north of the park entrance, at the main project entrance, and across from Third Street.
2. Three flutter flag signs located on the dock.
3. One banner sign located on the south tower, south side approximately 100 feet long
4. Removal of two non-conforming signs at the Third Street entrance.

The requested sign sizes are as follows:

South Panel Sign	4' 8" x 15'
Central Panel Sign	4' x 5'
North Panel Sign	3' x 18'
Seawall Signs	3' x 48'
Flutter Flags	33" x 152"
Banner Sign	3' 6" x 60'

The applicants are requesting a three-year time frame for the temporary sign program, and this time limit is reflected in paragraph five of the proposed amendment. The south panel sign could advertise the commercial space for sale or lease.

The real estate signs located along Riverside Drive are of reasonable size and the number is appropriate given the project frontage. The signs on the dock are attempting to take advantage of an advertising opportunity that is available for very few properties in the city and not clearly addressed in the city codes. The banner sign requested is similar to the banner sign that had been displayed on the south tower in prior years. Removal of the signs that remain from prior uses will complete a process that should have been done with the original demolition.

When considering provisions under a planned unit development format, the process allows for establishment of regulatory provisions that are appropriate to the project which may not be appropriate throughout the community as a whole. In terms of regulatory intent, the city has significant leeway with some aspects of signage such as the size, location and number of signs permitted. Given the overall size of the

structures and the Marina Grande project as a whole, the number and size of the signs requested are generally appropriate to the size of the project.

The large banner sign on the south tower will replace a temporary sign of similar size that has previously been displayed on that tower. Whether a sign of this size and location is appropriate for the project, is really a policy decision of the city rather than an issue of debatable planning merit. The comprehensive plan Future Land Use Element includes one policy which addresses signage. The policy reads as follows:

Policy 1.2.8 - *Such regulations shall ensure that new and replacement signs shall adhere to the community standard for aesthetics and minimize confusion that results from visual disarray, while allowing reasonable identification and promotion of businesses.*

This policy references the city's land development regulations, but does not include specific measurable standards that can be applied to the proposed banner sign or to any of the proposed signage. The City Commission is left to its judgment as to whether the proposed signage program adheres to community standards for aesthetics; minimizes confusion from visual disarray; and allows reasonable identification and promotion of business.

During the BOPA public hearing and the previous City Commission hearing a number of residents spoke about the signage proposal and a number of other issues. The main points are summarized as follows:

1. The owners in the building spoke of the volume of rentals occurring in the building. This issue is not specifically related to the request and not prohibited by city regulations, but it did lead to the voluntary commitment from the applicant on limiting the wording on some of the signage.
2. The speakers were in support of increased sales and owner occupancy. Some opposed the signage program in its entirety, but most objected to the banner sign as "tacky" while generally accepting of the other signage.

FISCAL ANALYSIS: There is no fiscal impact from this request.

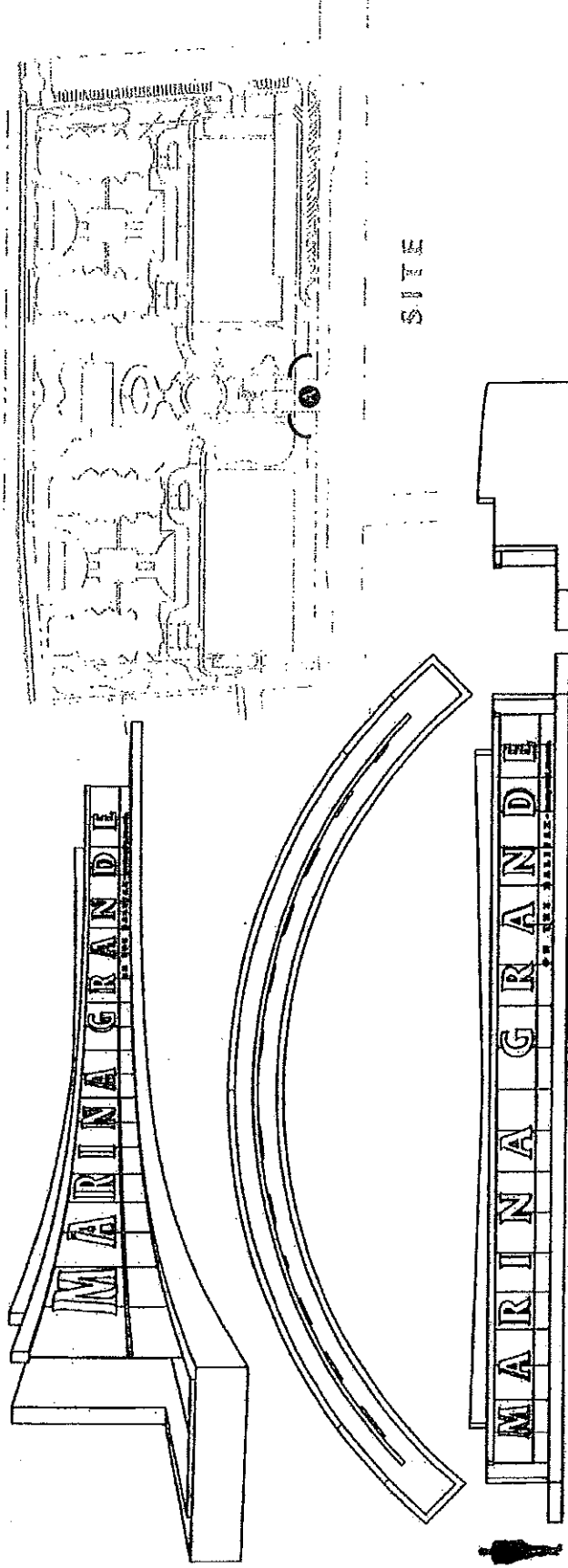
RECOMMENDATION: The City Commission should approve the proposed amendment to the MPUD agreement if the Commission, in its opinion, finds the proposed signage program consistent with Policy 1.2.8 of the Future Land Use Element. This approval should be conditioned upon the inclusion of the time limit language and the voluntary limitation on wording regarding sales.

- Revised Marina Grande MPUD Amendment Exhibit E 1.11.17 (PDF)

EXHIBIT “E”

SIGN PLAN

Instrument# 2011-013275 # 32
Book: 6557
Page: 4291



③ Duplex single faced main identity signs 4' x 59' = 236 Sq. Ft./Face

MARINA GRANDE
ON THE GULF OF MEXICO - HOLLY HILL, FLORIDA

EDSA
Edward D. Stone, Jr. and Associates
Planning
Landscape Architecture
Graphic Design
3502 West Broadway Blvd., Suite 110
Fort Lauderdale, FL 33301
Phone: 954.571.3300 • Fax: 954.571.1777

Prepared for: Marina Grande Project Name: Signage Area Studies Project Number: 104206	Sign Description: Sign Area Main ID Sign Notes: ☒ 1st Draft ☐ 2nd Draft ☐ 3rd Draft ☐ Add Documents Not for Construction Sign Area Date: 11/15/04	Production Title: Design Direction: Design: Production Management: Checked by: 	1
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Exhibit "E" page 1

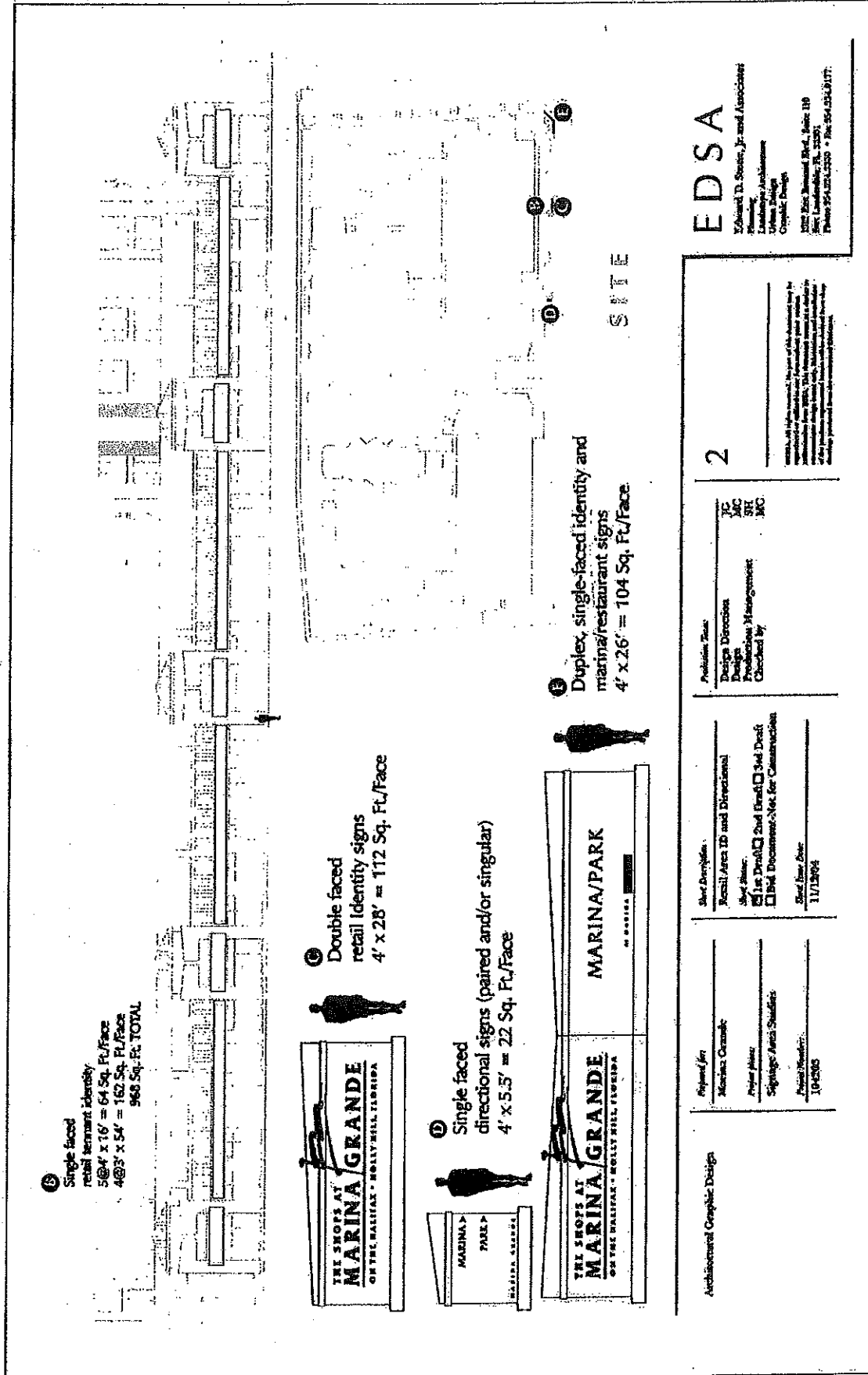
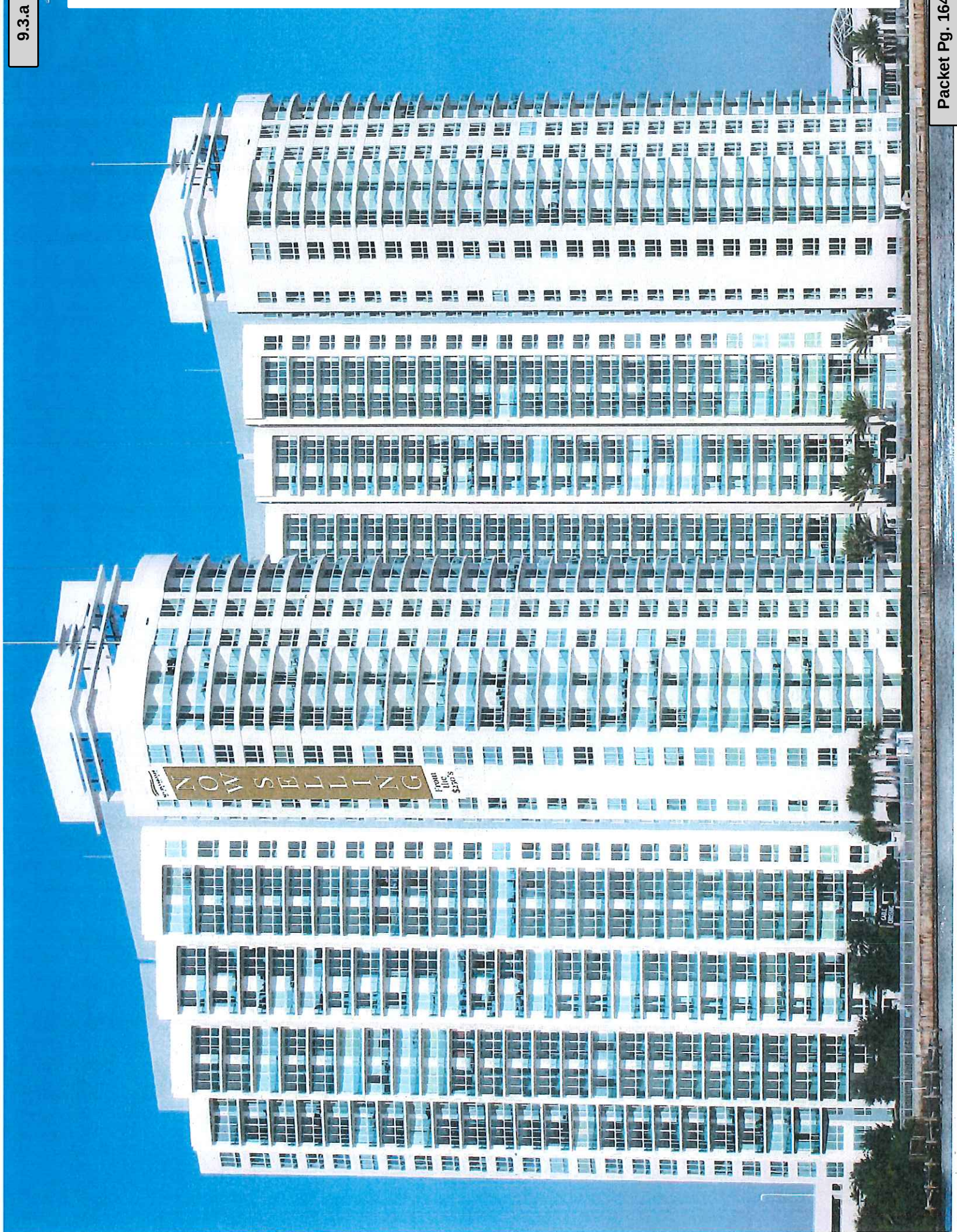


Exhibit "E" page 2

CURRENT SIGN

9.3.a







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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: The Mirage Replat A Replat of a Portion of the Mirage Subdivision
NUMBER: (ID # 1558)
APPLICANT: Melia Russell, Zev Cohen & Associates
PLANNER: Thomas Harowski

INTRODUCTION: This request is for final plat approval for a replat of a portion of The Mirage development. The replat will create three parcels. One parcel will provide a lot for the proposed larger lake and the other two parcels will be reserved for future development.

BACKGROUND: The Mirage townhouse subdivision was approved by the City in 2007 with the plat being recorded in January 2007. The project proceeded with the development of 20 townhouse units on Alabama Avenue and the construction of Primo Court with additional townhouse lots accessed from Flomich Street.

Subsequently the developer approached the City with a proposal to modify the approved plat with the creation of a larger central lake and an associated reduction in the number of total housing units. In 2009 the City Commission approved the revised plan, but the amended plat was never recorded, but the owners did begin construction on the larger lake. About this time, the recession hit and no further development occurred and work on the lake was halted. After a series of property transfers, a bank which took possession of the property asked that the property be returned to the “smaller lake” plan with the original number of approved lots. Since the proposed plat had never been recorded, the City approved the continuation of the recorded plat, and the property was restored to its original area.

The current owner has requested the City approve a plan to again return to the larger lake design. The current owner wishes to mine shell from the lake area and once complete, the lake would become part of the stormwater management system serving this area of the City. The details of this arrangement and the City’s role will be provided in a separate agreement presented by the City Manager.

DISCUSSION: In order to revive the large lake program, the City Commission will need to approve a replat of the official recorded plat to create the proposed design. The applicants intent is to ultimately go forward with townhouse units on the remaining undeveloped portion of the site resulting in the plan that was approved by the City Commission back in 2009. In the short-term, however, the applicant is proposing a replat that places the proposed lake into one parcel and the remaining undeveloped land would be placed in two parcels for subsequent development. Under state law, the

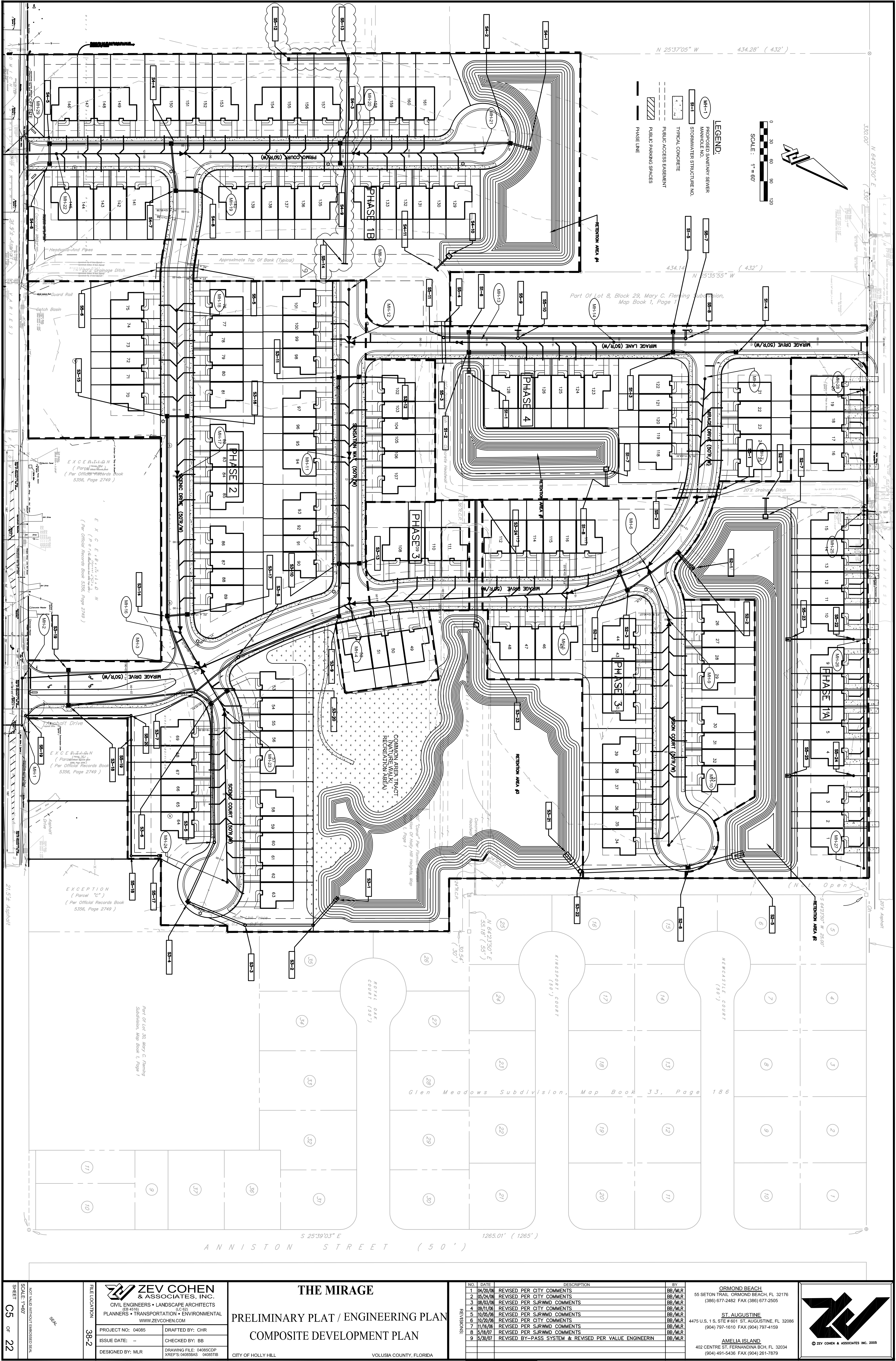
replat, as a final plat, must be approved by the City Commission. The proposed action will result in the following:

- The 20 existing townhouse units on Alabama Avenue will remain unchanged. These units will have a view of a larger lake than currently upon completion of the shell removal.
- The 33 existing platted lots on Primo Court remain unchanged and are ready for short-term development.
- The applicant may begin work on the larger lake including compliance with the terms of the proposed agreement with the City including the proper bonding of the proposed construction.
- The balance of the site remains available for future development. The larger portion of the remaining area is south of the proposed lake, but there is also a smaller area west of the County ditch which is accessed from Alabama Avenue.
- The final townhouse engineering plan for the balance of the site remains available to support development, but the property owner must reapply to the City for final plat approval to create these lots for sale. Total additional lots are 47 units.
- There is a prospect that future development in the remaining undeveloped area could be in the form of single-family development. The current R-6 Zoning allows single family units on 75 x 100 foot lots. The potential number of single-family lots is unknown. This action would also require final plat approval by the City Commission.
- Approval of the revised plat will result in a project size of 100 lots; a reduction from the current plat design with 161 lots.

FISCAL ANALYSIS: There is no fiscal impact from this action.

RECOMMENDATION: Approve the proposed final replat.

- Original 2007 Lot Layout of The Mirage (PDF)
- 2009 Large Lake Layout of The Mirage (PDF)
- The Mirage Proposed Replat (PDF)



Attachment: Original 2007 Lot Layout of The Mirage (1558 : The Mirage Replat)



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(EB 4518) (LC 62)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 04085

DRAFTED BY: CHR

ISSUE DATE: --

CHECKED BY: BB

DESIGNED BY: MLR

DRAWING FILE: 04085CDP

XREFS: 04085BAS 04085TIB

THE MIRAGE

PRELIMINARY PLAT / ENGINEERING PLAN

COMPOSITE DEVELOPMENT PLAN

CITY OF HOLLY HILL

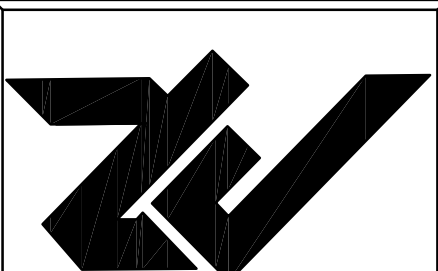
VOLUSIA COUNTY, FLORIDA

NO.	DATE	DESCRIPTION	BY
1	04/20/08	REVISED PER CITY COMMENTS	BB/MLR
2	10/24/08	REVISED PER CITY COMMENTS	BB/MLR
3	08/03/08	REVISED PER SURMWD COMMENTS	BB/MLR
4	09/11/08	REVISED PER CITY COMMENTS	BB/MLR
5	10/05/08	REVISED PER SURMWD COMMENTS	BB/MLR
6	10/20/08	REVISED PER CITY COMMENTS	BB/MLR
7	11/16/08	REVISED PER SURMWD COMMENTS	BB/MLR
8	5/18/07	REVISED PER SURMWD COMMENTS	BB/MLR
9	5/30/07	REVISED BY--PASS SYSTEM & REVISED PER VALUE ENGINEERIN	BB/MLR

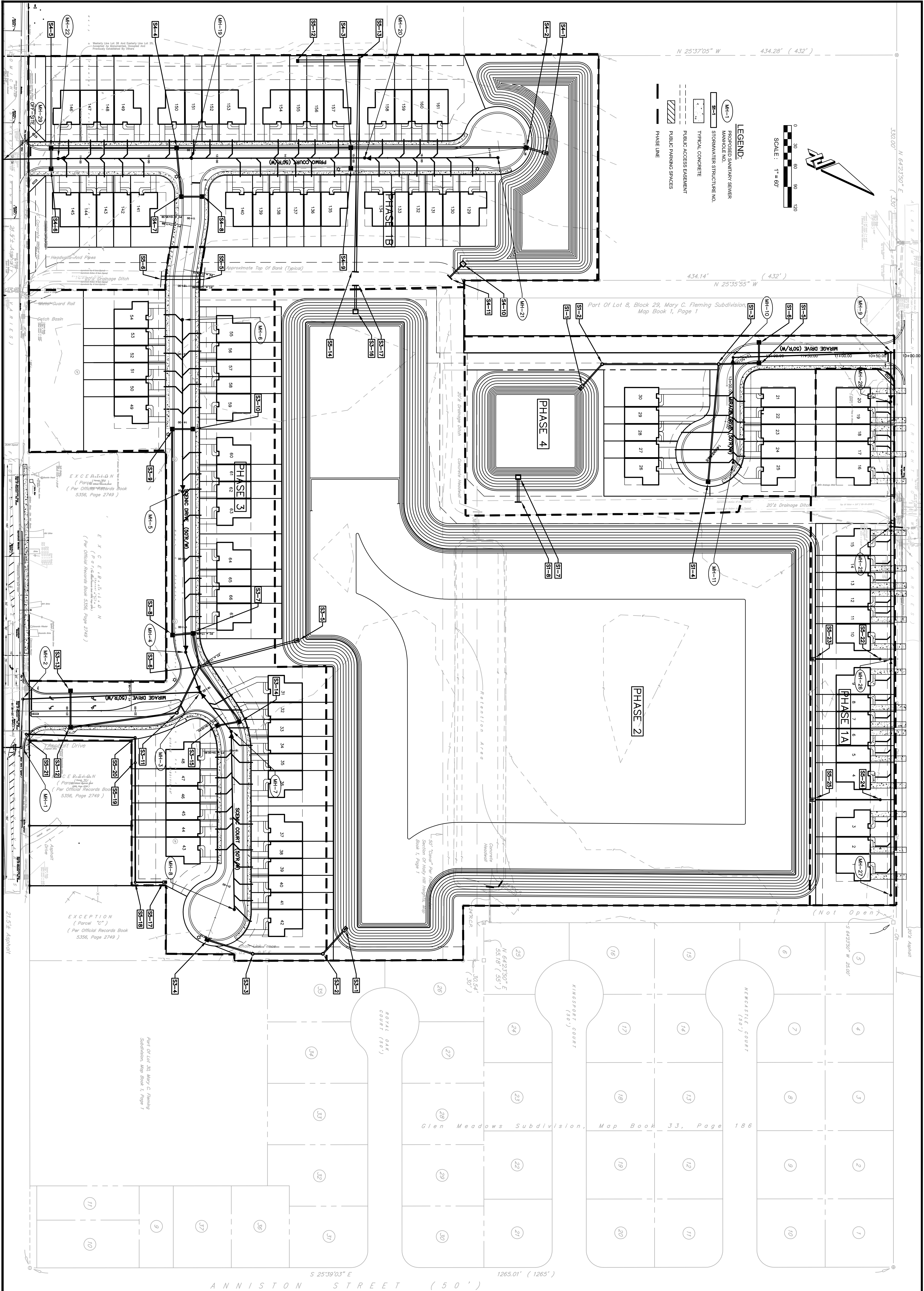
ORMOND BEACH
55 SETON TRAIL ORMOND BEACH, FL 32176
(386) 677-2482 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE #601 ST. AUGUSTINE, FL 32086
(904) 787-1610 FAX (904) 787-4159

AMELIA ISLAND
402 CENTRE ST. FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 261-7879



ZEV COHEN & ASSOCIATES, INC.
© 2005



NO SCALE

SCALE 1"=60'

SHEET C5 OF 22

ZEV COHEN & ASSOCIATES, INC.

CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(E.C. 4518) (L.C. 62)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 04085

DRAFTED BY: CHR

ISSUE DATE: -

CHECKED BY: BB

DESIGNED BY: MLR

DRAWING FILE: 04085CDP

XREFS: 04085BAS 04085TB

THE MIRAGE

PRELIMINARY PLAT / ENGINEERING PLAN

COMPOSITE DEVELOPMENT PLAN

CITY OF HOLLY HILL

VOLUSIA COUNTY, FLORIDA

NO. DATE DESCRIPTION

1 04/20/08 REVISED PER CITY COMMENTS

2 05/24/08 REVISED PER CITY COMMENTS

3 08/03/08 REVISED PER SURWMD COMMENTS

4 09/11/08 REVISED PER CITY COMMENTS

5 10/05/08 REVISED PER SURWMD COMMENTS

6 10/20/08 REVISED PER CITY COMMENTS

7 11/16/08 REVISED PER SURWMD COMMENTS

8 5/18/07 REVISED PER SURWMD COMMENTS

9 5/20/07 REVISED BY-PASS SYSTEM & REVISED PER VALUE ENGINEERIN

10 10/20/08 REVISED LAYOUT PER CLIENT REQUEST

BY

BB/MLR

BB/MLR

BB/MLR

BB/MLR

BB/MLR

BB/MLR

BB/MLR

BB/MLR

BB/MLR

ORMOND BEACH

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Attachment: 2008 Large Lake Layout of The Mirage (1558 : The Mirage Replat)

Packet Pg. 168

"M I R A G E R E P L A T"

MAP BOOK PAGE

SITUATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING A REPLAT OF A PORTION OF MIRAGE SUBDIVISION, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES

- 1) MONUMENTATION
 - o - DENOTES 4"x 4" CONCRETE MONUMENT SET, OR PREVIOUSLY SET ("PERMANENT REFERENCE MONUMENT") STAMPED P.R.M., P.S.M. #5602 AND L.B. #7222.
 - o - DENOTES 4"x 4" CONCRETE MONUMENT FOUND ("PERMANENT REFERENCE MONUMENT").
 - o - DENOTES MAG NAIL & DISK SET ("PERMANENT CONTROL POINT") STAMPED PGP LB#7222.
- 2) DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 3) ACCURACY:

THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- 4) BEARING STRUCTURE IS ASSUMED, BASED ON SOUTHERLY LINE OF ALABAMA AVENUE SHOWN HEREON, BEARING N 64°23'50" E, AND ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR NOVA ROAD (STATE ROAD 5A).
- 5) ALL MEASUREMENTS ON THIS PLAT ARE IN UNITED STATES FOOT AND DECIMALS THEREOF.

NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE. IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, ALL MEASUREMENTS SHALL USE THE 39.37/72=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- 6) 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 IN ANY MANNER BY ANY INSTRUMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 7) THE ARTICLES OF INCORPORATION FOR MIRAGE REPLAT HOMEOWNER'S ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF CONDOMINIUMS AND RESTRICTIONS FOR MIRAGE REPLAT HOMEOWNER'S ASSOCIATION, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- 8) UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS AND NATURAL GAS.
- 9) UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE 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 OF ANY UTILITY AND CONFLICT AND DAMAGES THE FACILITIES OF A PUBLIC UTILITY SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION MAPPER FOR THE DAMAGES.
- 10) MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN FLORIDA STATUTES CHAPTER 177.091 (9).
- 11) A TEN (10) FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG THE ROAD FRONTAGE(S) OF EACH LOT.
- 12) NUMBER OF LOTS = 3.
- 13) BUILDING SETBACK REQUIREMENTS:

MINIMUM FRONT YARD = 25.0 FEET
MINIMUM SIDE YARD = 0 FEET (25.0 FEET BETWEEN BUILDINGS)
MINIMUM SIDE YARD (INTERIOR CORNER LOT) = 25.0 FEET
MINIMUM REAR YARD = 30.0 FEET
MINIMUM PERIMETER SUBDIVISION LINE = 35.0 FEET (25.0 FEET ALONG MIRAGE DRIVE & MIRAGE LANE)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M. / P.M.

BY: _____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY ENGINEER

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED.

BY: _____
CITY SURVEYOR

P R E P A R E D BY:

J. B. FRIES & ASSOCIATES, INC.

*Professional Surveyor & Mapper
#3435 West State Road #40
Ormond Beach, Florida 32174
Phone: (386) 671-1700
Email: jbsurveyor@gmail.com*

P R O P E R T Y O W N E R:

MIRAGE HH PARTNERS, LLC

*#1901 Mason Avenue
Daytona Beach, Florida 32117
Phone: (386) 453-4789
Email: cbuttered@edwest.com*

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT "MIRAGE HH PARTNERS, LLC," A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LAND SHOWN AND DECIBED HEREON AS THE PLAT ENTITLED "MIRAGE REPLAT" LOCATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL ROADS, SIDEWALKS AND OTHER RIGHT-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE DEDICATED TO THE CITY OF HOLLY HILL, FLORIDA. ALL POTABLE WATER AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF HOLLY HILL, FLORIDA. ALL DRAINAGE, UTILITY & MAINTENANCE EASEMENTS ARE DEDICATED TO THE COUNTY OF VOLUSIA AND TO THE CITY OF HOLLY HILL. MAINTENANCE WITHIN SAID EASEMENTS SHALL BE THE RESPONSIBILITY OF THE COUNTY OF VOLUSIA ONLY. ALL DESIGNATED CITY EASEMENT PARCELS SHALL BE AN EASEMENT TO THE CITY OF HOLLY HILL. (ALL DEDICATED EASEMENT PARCELS TO MIRAGE REPLAT HOMEOWNER'S ASSOCIATION, INC., SHALL BE DEEMED AN EASEMENT TO MIRAGE REPLAT AT HOLLY HILL HOMEOWNER'S ASSOCIATION, INC.).

IN WITNESS WHEREOF, MIRAGE HH PARTNERS, LLC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND IN ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2017.

BY: _____
MIRAGE HH PARTNERS, LLC,
A FLORIDA CORPORATION

PRINTED NAME: _____

BY: _____
PRINTED NAME: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY _____ AS _____ OF _____ A FLORIDA CORPORATION, AND WHO HAS ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "MIRAGE REPLAT" ON BEHALF OF THE CORPORATION THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: _____
TITLE/RANK:
COMMISSION NUMBER
(AFFIX NOTARY STAMP OR SEAL)

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFIES THAT I HAVE REVIEWED THE FOREGOING PLAT UNDER HIS DIRECTION AND COMPLETED THE SURVEY OF FLORIDA, DOES HEREBY CERTIFY THAT THE FOREGOING PLAT UNDER THE SUPERVISION AND THAT THE PLAT COMPLES WITH ALL OF THE SURVEY REQUIREMENTS FOR CHAPTER 177 THAT SAID PLAT IS THE CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

DATE: _____
J.B. FRIES & ASSOCIATES, INC.
#3435 WEST STATE ROAD #40
ORMOND BEACH, FLORIDA. 32174
(386) 671-1700

BRYAN E. FRIES, P.S.M. #5602
LICENSED BUSINESS #7222

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

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.

DATE: _____
(SIGNATURE) _____
(PRINT NAME): _____ P.S.M. NO. _____

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL

THIS STATEMENT HEREBY CERTIFIES ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL.

BY: _____
MAYOR OF THE CITY OF HOLLY HILL

FILED FOR RECORD ON _____

ATTEST: _____
CITY CLERK OF THE CITY OF HOLLY HILL

"M I R A G E R E P L A T"

SITUATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING A REPLAT OF A PORTION OF MIRAGE SUBDIVISION, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

P R E P A R E D B Y:

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*Professional Surveyor & Mapper
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P R O P E R T Y O W N E R:

MIRAGE TH PARTNERS, LLC

*#1901 Mason Avenue
Daytona Beach, Florida 32117
Phone: (386) 453-4789
Email: couterc@edwest.com*

LEGAL DESCRIPTION

ALL OF LOTS 21 THROUGH 128 INCLUSIVE, AND ALL OF TRACTS "A", "B", "C", "E", "F", "J", "K", AND A PORTION OF TRACT "M", MIRAGE, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND ALSO: ALL OF VISION COURT, SCENIC COURT, SENSATION WAY, AND A PORTION OF SCENIC DRIVE, MIRAGE LANE AND MIRAGE DRIVE, ALL BEING 50 FOOT RIGHTS OF WAY, AND ALL BEING SHOWN AND DEDICATED ON THE AFOREMENTIONED PLAT OF MIRAGE: ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE SOUTH 25°39'03" EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE COUNTINUE SOUTH 25°39'03" EAST, DEPARTING SAID SOUTHEAST CORNER, AND ALONG THE EASTERLY LINE OF AFOREMENTIONED TRACT "A", THE EASTERLY LINE OF LOT 34 OF SAID MIRAGE SUBDIVISION, AND ALONG THE EASTERLY LINE OF AFOREMENTIONED TRACT "B", A DISTANCE OF 515.44 FEET TO A POINT; THENCE NORTH 64°28'20" EAST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 80.18 FEET TO A POINT ON THE WESTERLY LINE OF GLEN MEADOWS SUBDIVISION, OF RECORD IN MAP BOOK 33, PAGE 186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 25°39'03" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 334.98 FEET TO A POINT THEREON; THENCE SOUTH 64°19'51" WEST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 25°39'03" EAST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 64°19'51" WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 64°19'51" WEST, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 25°39'03" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 64, OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE SOUTH 64°19'51" WEST, ALONG THE SOUTHERLY LINE OF LOTS 64 THROUGH 69 INCLUSIVE, OF SAID MIRAGE SUBDIVISION, A DISTANCE OF 212.00 FEET TO A POINT THEREON; THENCE SOUTH 25°39'03" EAST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 150.00 FEET TO A POINT ON THE NORTHERLY LINE OF FLOMICH STREET AS NOW LAID OUT AND OCCUPIED; THENCE SOUTH 64°19'51" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 88.00 FEET TO A POINT THEREON; THENCE NORTH 25°39'03" WEST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 200.00 FEET TO A POINT WHERE SAME IS INTERSECTED BY THE SOUTHERLY LINE OF SCENIC DRIVE, A 50 FOOT STREET AS SHOWN ON THE AFOREMENTIONED PLAT OF MIRAGE SUBDIVISION; THENCE SOUTH 64°19'51" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 335.00 FEET TO THE NORTHEAST CORNER OF LOT 70 OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE SOUTH 25°39'03" EAST, DEPARTING SAID SOUTHERLY LINE, AND ALONG THE EASTERLY LINE OF SAID LOT 70, AND ALSO ALONG THE EASTERLY LINE OF TRACT "F" OF AFOREMENTIONED MIRAGE SUBDIVISION, A DISTANCE OF 200.00 FEET TO A POINT WHERE SAME IS INTERSECTED BY THE AFOREMENTIONED NORTHERLY LINE OF FLOMICH STREET; THENCE SOUTH 64°19'51" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 261.16 FEET TO A POINT WHERE SAME IS INTERSECTED BY THE WESTERLY LINE OF FLOMICH STREET; THENCE SOUTH 64°19'51" WEST, ALONG THENCE NORTH 47°28'26" WEST, DEPARTING SAID NORTHERLY LINE, AND ALONG THE WESTERLY LINE OF SAID TRACT "M", A DISTANCE OF 44.68 FEET TO A POINT THEREON; THENCE NORTH 25°40'09" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 328.51 FEET TO A POINT THEREON; THENCE NORTH 64°19'51" EAST, DEPARTING SAID WESTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT WHERE SAME IS INTERSECTED BY THE EASTERLY LINE OF TRACT "M" OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE NORTH 25°40'09" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 227.41 FEET TO THE NORTHWEST CORNER OF TRACT "E" OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE NORTH 64°28'20" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT "E" AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 117.77 FEET TO A POINT WHERE SAME IS INTERSECTED BY THE EASTERLY LINE OF AFOREMENTIONED MIRAGE LANE, A 50 FOOT STREET AS SHOWN ON THE AFOREMENTIONED PLAT OF MIRAGE SUBDIVISION; THENCE NORTH 25°39'03" WEST, ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF MIRAGE DRIVE, A 50 FOOT STREET AS SHOWN ON THE AFOREMENTIONED PLAT OF MIRAGE SUBDIVISION, A DISTANCE OF 554.41 FEET TO A POINT THEREON, SAID POINT BEING ALSO THE SOUTHWEST CORNER OF LOT 20, OF AFOREMENTIONED MIRAGE SUBDIVISION; THENCE NORTH 64°23'50" EAST, DEPARTING SAID EASTERLY LINE, AND ALONG THE SOUTHERLY LINE OF LOTS 20 THROUGH 1 INCLUSIVE, OF SAID MIRAGE SUBDIVISION, A DISTANCE OF 785.00 FEET TO THE POINT OF BEGINNING.

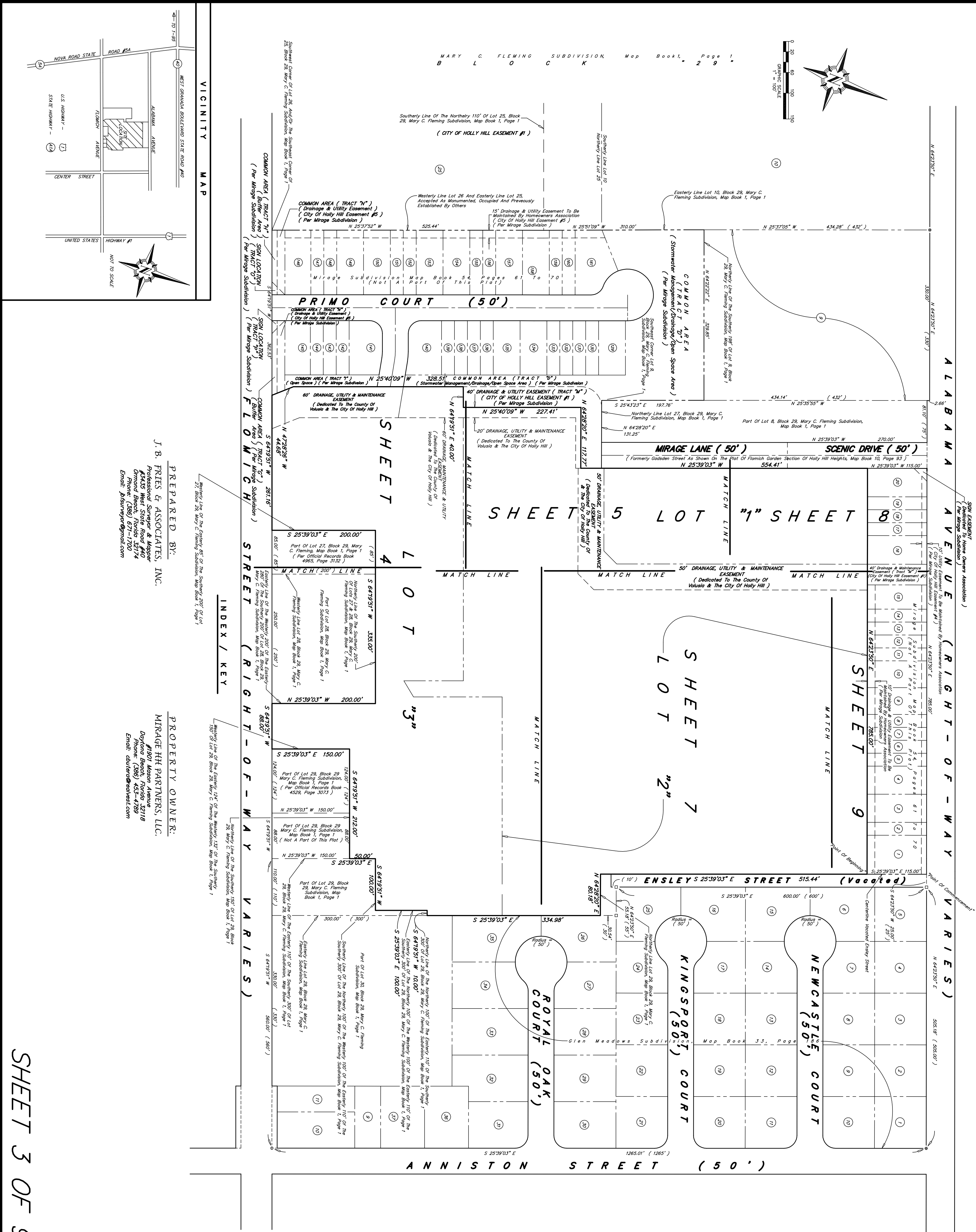
Overall Parcel Area = 917,452.343± Square Feet; 21.062± Acres.

The property described hereon is in "AE" per the Flood Insurance Rate Maps, Community Panel Number 125112 0214 J, Map Number 12127C0214J, dated 19 February, 2014, and Community Panel Number 125112 0218 J, Map Number 12127C0218J, dated 19 February, 2014, and Community Panel Number 125112 0352 H, Map Number 12127C0352 H, dated 19 February, 2014, and Community Panel Number 125112 0356 H, Map Number 12127C0356 H, dated 19 February, 2014.

"MIRAGE REPLAT"

SITUATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING A REPLAT OF A PORTION OF MIRAGE SUBDIVISION, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK PAGE



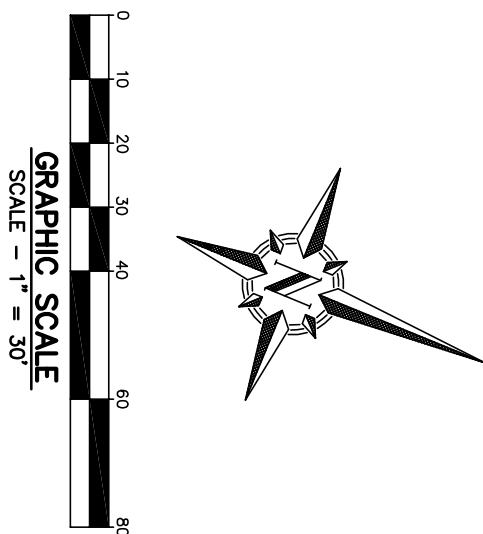
SHEET 3 OF 9

PAGE

72



- SHEET 4 OF 9



MIRAGE REPLAT

SITUATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING A REPLAT OF A PORTION OF MIRAGE SUBDIVISION, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Part Of Lot 8, Block 792,
Mary C. Fleming Subdivision,
Map Book 54, Page 61
(Per Official Records Book 5504, Page 0298)

Boundary Line Of The Southern 184' Slice A Block
Of The Mary C. Fleming Subdivision, Map Book 54, Page 61
N 64°22'22" E 329.85'

Formerly Lot 8 & Block 28 Mary C.
Fleming Subdivision, Map Book 1, Page 1

COMMON AREA
(TRACT "D")
(Stormwater Maintenance/Drainage/
Open Space Area
(Per Mirage Subdivision)

Part Of Lot 8, Block 29, Mary C. Fleming Subdivision, Map Book 1, Page 1
(Per Official Records Book 5113, Page 0437)

MIRAGE LANE 50'
(Formerly Godsden Street As Shown On The Plat Of Flamich Garden Section Of Holly Hill Heights, Map Book 10, Page 93)
(Not Open)

40' DRAINAGE & MAINTENANCE
EASEMENT (TRACT "M")
(CITY OF HOLLY HILL EASEMENT #1)
(Per Mirage Subdivision)

50' DRAINAGE, UTILITY & MAINTENANCE EASEMENT
(Dedicated To The County Of Volusia & The City Of Holly Hill)

10' DRAINAGE, UTILITY & MAINTENANCE EASEMENT
(Dedicated To The County Of
Volusia & The City Of Holly Hill)

10' DRAINAGE, UTILITY & MAINTENANCE EASEMENT
(Dedicated To The County Of
Volusia & The City Of Holly Hill)

COMMON AREA (TRACT "D")
(Stormwater Management/Drainage/Open Space Area)
(Per Mirage Subdivision)

LOT "2"
60' DRAINAGE, UTILITY & MAINTENANCE EASEMENT
(Dedicated To The County Of Volusia & The City Of Holly Hill)

SEE SHEET 4

LOT "1"

SEE SHEET "3"

MONUMENTATION

- 1) MONUMENTATION
 - - DENOTES 4"x 4" CONCRETE MONUMENT SET, OR PREVIOUSLY SET ("PERMANENT REFERENCE MONUMENT") STAMPED P.R.M., P.S.M. #5602 AND L.B. #7222.
 - - DENOTES 4"x 4" CONCRETE MONUMENT FOUND ("PERMANENT REFERENCE MONUMENT").
 - - DENOTES MAG NAIL & DISK SET ("PERMANENT CONTROL POINT") STAMPED POP LB#7222.

DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

3) ACCURACY:

THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

- 4) BEARING STRUCTURE IS ASSUMED, BASED ON SOUTHERLY LINE OF ALABAMA AVENUE SHOWN HEREON, BEARING N 64°23'50" E, AND ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR NOVA ROAD (STATE ROAD 5A).

- 5) ALL MEASUREMENTS ON THIS PLAT ARE IN UNITED STATES FOOT AND DECIMALS THEREOF.

NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

- 6) 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 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.

- 7) THE ARTICLES OF INCORPORATION FOR MIRAGE REPLAT HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRAGE REPLAT HOMEOWNERS ASSOCIATION, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

- 8) UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS AND NATURAL GAS.

- 9) UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL BE LIMITED TO THE BOUNDARIES OF THE EASEMENTS AND SHALL NOT INCLUDE ANY OTHER PUBLIC UTILITY IN THE EVENT ANY UTILITY COMPANY WHO DAMAGES THE FACILITIES OF A PUBLIC UTILITY 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.

- 10) MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN FLORIDA STATUTES CHAPTER 177.091 (9).

- 11) A TEN (10) FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG THE ROAD FRONTAGE(S) OF EACH LOT.

- 12) NUMBER OF LOTS = 3.

- 13) BUILDING SETBACK REQUIREMENTS:

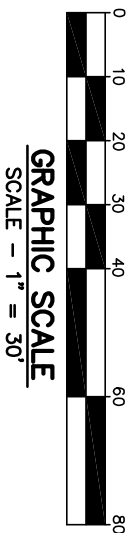
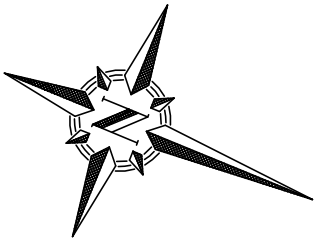
MINIMUM FRONT YARD = 25.0 FEET

MINIMUM SIDE YARD = 0.0 FEET (25.0 FEET BETWEEN BUILDINGS)

MINIMUM SIDE YARD (INTERIOR CORNER LOT) = 25.0 FEET

MINIMUM REAR YARD = 30.0 FEET

MINIMUM PERIMETER SUBDIVISION LINE = 35.0 FEET (25.0 FEET ALONG MIRAGE DRIVE & MIRAGE LANE)



PREPARED BY:

J.B. FRIES & ASSOCIATES, INC.

Professional Surveyor & Mapper
#3435 West State Road #40
Ormond Beach, Florida 32174
Phone: (386) 671-1700
Email: jbsurvey@ymail.com

PROPERTY OWNER:

MIRAGE HH PARTNERS, LLC

#1901 Moson Avenue
Daytona Beach, Florida 32117
Phone: (386) 453-4789
Email: cbulwer@edinvest.com

SHEET 5 OF 9

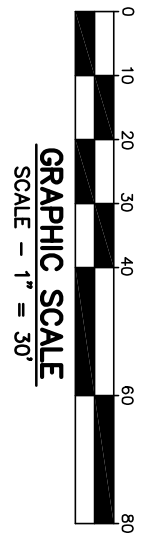
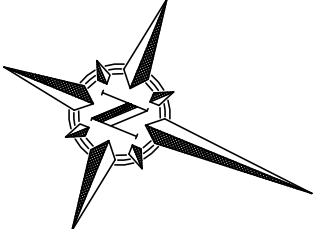
"MIRAGE REPLAT"

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S E E S H E E T 9

GENERAL NOTES

- 1.) MONUMENTATION
 - o - DENOTES 4"x, 4" CONCRETE MONUMENT SET, OR PREVIOUSLY SET ("PERMANENT REFERENCE MONUMENT") STAMPED P.R.M., P.S.M. #5602 AND L.B. #7222.
 - o - DENOTES 4"x, 4" CONCRETE MONUMENT FOUND ("PERMANENT REFERENCE MONUMENT").
 - o - DENOTES MAG NAIL & DISK SET ("PERMANENT CONTROL POINT") STAMPED POP LB#7222.
- 2.) DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- 3.) ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- 4.) BEARING STRUCTURE IS ASSUMED BASED ON SOUTHERLY LINE OF ALABAMA AVENUE SHOWN HEREON. BEARING N 64°23'50" E, AND ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR NOVA ROAD (STATE ROAD 5A).
- 5.) ALL MEASUREMENTS ON THIS PLAT ARE IN UNITED STATES FOOT AND DECIMALS THEREOF.
 - NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES FOOT. THE MEASUREMENTS WERE OBTAINED BY THE USE OF THE FOLLOWING STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 99.37/12=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- 6.) 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 IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE DISCREPANCIES BETWEEN THIS PLAT AND ANY OTHER RECORDS OF THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 7.) THE ARTICLES OF INCORPORATION FOR MIRAGE REPLAT HOMEOWNER'S ASSOCIATION, INC., FLORIDA NON-PROFIT CORPORATION, ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRAGE REPLAT HOMEOWNER'S ASSOCIATION, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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- 10.) MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN FLORIDA STATUTES CHAPTER 177.091 (9).
- 11.) A TEN (10) FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG THE ROAD FRONTAGE(S) OF EACH LOT.
- 12.) NUMBER OF LOTS = 3.
- 13.) BUILDING SETBACK REQUIREMENTS:
 - MINIMUM FRONT YARD = 25.0 FEET
 - MINIMUM SIDE YARD = 0.0 FEET (25.0 FEET BETWEEN BUILDINGS)
 - MINIMUM REAR YARD (INTERIOR CORNER LOT) = 25.0 FEET
 - MINIMUM REAR YARD = 50.0 FEET
 - MINIMUM PERIMETER SUBDIVISION LINE = 35.0 FEET (25.0 FEET ALONG MIRAGE DRIVE & MIRAGE LANE)



PROPERTY OWNER:

MIRAGE III PARTNERS, LLC

#1901 Mason Avenue

Doytona Beach, Florida 32117

Phone: (386) 453-4799

Email: cbuter@realwest.com

PREPARED BY:

J. B. FRIES & ASSOCIATES, INC.

Professional Surveyor & Mapper

#3435 West State Road #40

Doytona Beach, Florida 32174

Phone: (386) 671-1700

Email: jbsurveyor@gmail.com

Centerline Vacated Ensley Street

S 25°39'03" E

GLENMEADOWS SUBDIVISION, (Not A Part Of This Plat)

ENSLEY STREET

58.51'

N 64°28'20" E 80.18'

Northerly Line Lot 29, Block 29, Mary C. Fleming Subdivision, Map Book 1, Page 1

GLENMEADOWS SUBDIVISION, Map Book 33, Page 186

S 25°39'03" E

S H E E T 5

L O T "1"

S E E S H E E T 8

50' DRAINAGE, UTILITY & MAINTENANCE EASEMENT (TRACT "A") (Dedicated To The County Of Volusia & The City Of Holly Hill)

S E E

L O T

"2"

S E E

S H E E T

6

SHEET 7 OF 9

"M I R A G E" R E P L A T

SITUATED IN THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING A REPLAT OF A PORTION OF MIRAGE SUBDIVISION, OF RECORD IN MAP BOOK 54, PAGES 61 THROUGH 70 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES

1) MONUMENTATION

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- - DENOTES 4"x 4" CONCRETE MONUMENT FOUND ("PERMANENT REFERENCE MONUMENT").
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THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY LINEAR ERROR DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

4) BEARING STRUCTURE IS ASSUMED, BASED ON SOUTHERLY LINE OF ALABAMA AVENUE SHOWN HEREON, BEARING N 64°23'50" E, AND ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR NOVA ROAD (STATE ROAD 5A).

5) ALL MEASUREMENTS ON THIS PLAT ARE IN UNITED STATES FOOT AND DECIMALS THEREOF.

NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE. IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, ALL MEASUREMENTS SHALL USE THE $39.37/12=3.28083333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

6) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DECLARATION OF THE SUBDIVISION AND IS THE ONLY AUTHORITY FOR THE DETERMINATION OF THE BOUNDARY 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.

7) THE ARTICLES OF INCORPORATION FOR MIRAGE REPLAT HOMEOWNERS ASSOCIATION, INC., A NON-PROFIT CORPORATION, ARE RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THROUGHOUT THE PUBLIC RECORDS FOR MIRAGE REPLAT HOMEOWNERS ASSOCIATION, INC., ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

8) UTILITIES INCLUDE BUT ARE NOT LIMITED TO: SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS AND NATURAL GAS.

9) UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE 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 UTILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. ANY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF A PUBLIC UTILITY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, 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.

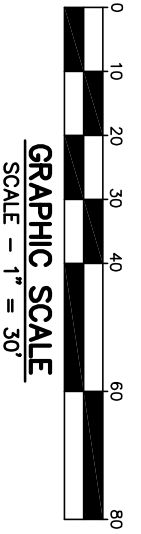
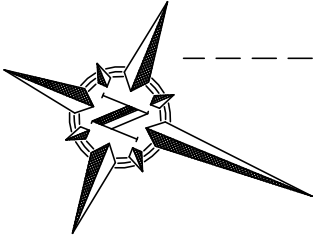
10) MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN FLORIDA STATUTES CHAPTER 177.091 (9).

11.) A TEN (10) FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG THE ROAD FRONTAGE(S) OF EACH LOT.

12) NUMBER OF LOTS = 3.

13.) BUILDING SETBACK REQUIREMENTS:

- MINIMUM FRONT YARD = 25.0 FEET
- MINIMUM SIDE YARD = 0.0 FEET (25.0 FEET BETWEEN BUILDINGS)
- MINIMUM REAR YARD = 30.0 FEET
- MINIMUM PERIMETER SUBDIVISION LINE = 35.0 FEET (25.0 FEET ALONG MIRAGE DRIVE & MIRAGE LANE)



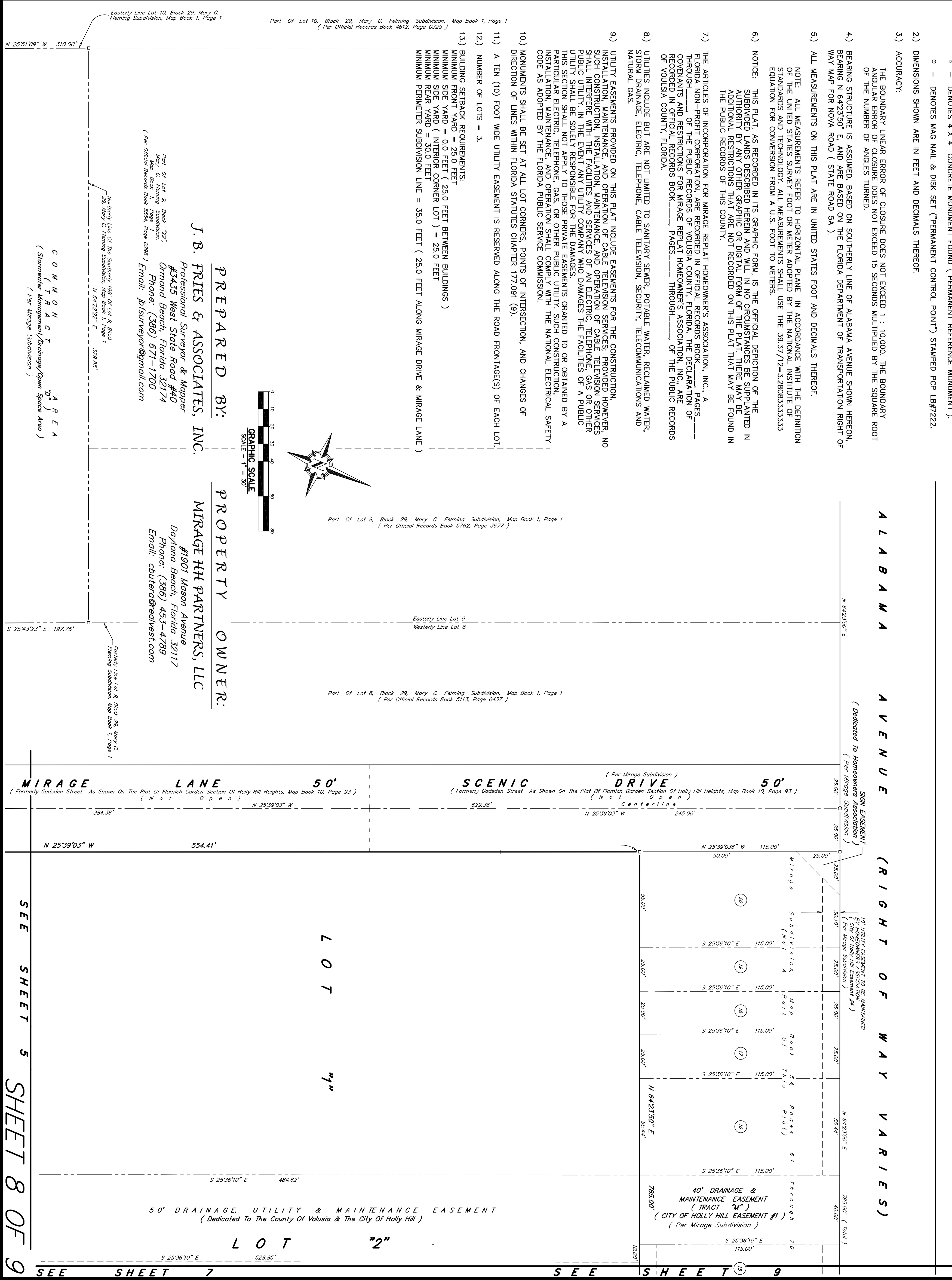
PREPARED BY:

J. B. FRIES & ASSOCIATES, INC.

Professional Surveyor & Mapper
#3435 West State Road #40
Ormond Beach, Florida 32174
Phone: (386) 671-1700
Email: jbsurveyor@gmail.com

PROPERTY OWNER:

MIRAGE HH PARTNERS, LLC
#1901 Mosson Avenue
Daytona Beach, Florida 32117
Phone: (386) 453-4789
Email: cbuterac@realwest.com





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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-09 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Mirage Subdivision Improvement Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1568)
APPLICANT:
PLANNER:

DISCUSSION:

The Mirage property owners (Developer) have expressed a desire to subdivide and develop their property and have submitted a preliminary and final plat to the City for approval on January 24, 2017. As part of the plat approval, the Developer will be constructing a Stormwater pond which will not only provide required Stormwater capacity for the Mirage project but will also provide a benefit to the City. The pond will be able to hold additional Stormwater and provide relief to the community.

The City Staff has determined that the Developer may receive an offset or reduction of impact fees due in exchange for the Developer financing or expending money for the improvements which will benefit the City.

The City Stormwater fund will pay the building permit fees, impact fees or any other fees due in connection with the Development of the Stormwater pond in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the Stormwater requirements of the Development and provides additional capacity to meet the City's Stormwater needs.

The City and the Developer have mutually agreed that the Developer shall finance the construction of the Stormwater Pond and dedicate the Stormwater Pond to the City and the City shall provide credits to Developer for all building permit, impact or other fees due to the City in connection with the development of the remaining lots in the Development.

Upon completion of the Stormwater Pond and dedication of the Stormwater Pond to the City of Holly Hill, the Developer shall be entitled to credits in the amount of \$400,000.00 (Credits). The credits shall be used to offset fees associated with the development of the residential properties associated with the Mirage project. The City's Master Stormwater Plan, Project 9-The Mirage Detention Pond, has a land acquisition cost estimate of \$390,000.00 and construction costs of \$408,200.00. In exchange for the \$400,000.00 in credits, the City will receive the benefit of owning the land and the capacity of additional stormwater to meet the needs of the community.

When the Stormwater pond is turned over to the City, the City will still need to fund approximately \$300,000.00 for the additional stormwater infrastructure to meet the stormwater needs of the community.

The details of the Stormwaters Pond construction and excess capacity has been reviewed by the City Engineering Company. Additional engineering work will be necessary when it is time to complete the infrastructure.

FISCAL ANALYSIS: The Stormwater fund will pay the costs associated with the building permit fees, impact fees or any other fees due in connection with the Development of the Mirage project in an amount not to exceed \$400,000.00. Actual fees will be determined upon the final site plan of the residential component.

STAFF RECOMMENDATION: The City Manager recommends the City Commission approve the Mirage Subdivision Improvement Agreement and authorize the City Manager to execute the Mirage Subdivision Improvement Agreement.

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

MOTION: To approve the Mirage Subdivision Improvement Agreement, approved the Resolution authorizing the City Manager to execute the Mirage Subdivision Improvement Agreement.

ATTACHMENTS:

- Mirage Development Agreement FINAL 1-24-2017 (DOCX)
- Stormwater Master Plan #9 Mirage Detention pond (PDF)

Resolution No. (ID # 1568)**RESOLUTION 2017-R-09 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-09**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE MIRAGE SUBDIVISION IMPROVEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mirage property owners (Developer) have expressed a desire to subdivide and develop their property and have submitted a preliminary and final plat to the City for approval on January 24, 2017; and

WHEREAS, The City Staff has determined that the Developer may receive an offset or reduction of impact fees due in exchange for the Developer financing or expending money for the improvements which will benefit the City; and

WHEREAS, The City Stormwater fund will pay the building permit fees, impact fees or any other fees due in connection with the Development of the Stormwater pond in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the Stormwater requirements of the Development and provides additional capacity to meet the City's Stormwater needs; and

WHEREAS, Upon completion of the Stormwater Pond and dedication of the Stormwater Pond to the City of Holly Hill, the Developer shall be entitled to credits in the amount of \$400,000.00 (Credits). The credits shall be used to offset fees associated with the development of the residential properties associated with the Mirage project; and

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Mirage Subdivision Improvement Agreement and authorizes the City Manager to execute the Mirage Subdivision Improvement Agreement.

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

hereof.

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

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

APPROVED AND AUTHENTICATED on this 24th day January, 2017.

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement (the "Agreement") is made and entered into this 24th day of January, 2017, by and between the CITY OF HOLLY HILL, FLORIDA, a Florida municipal corporation (hereinafter the "City"), and MIRAGE HH PARTNERS, LLC, a Florida limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, the Developer warrants that it is the owner of the property legally described on Exhibit A attached hereto and made a part hereof ("the Property"); and

WHEREAS, the Developer pays for all recording fees and taxes related to the recording of any liens; and

WHEREAS, the Developer desires to subdivide and develop the Property and has submitted a preliminary and final plat to the City for the subdivision known as Mirage that includes master stormwater system improvements and future development tracts that will be replatted in the future (the "Development"); and

WHEREAS, the Developer shall construct a Stormwater Pond (hereinafter the "Stormwater Pond") in connection with the Development; and

WHEREAS, the Stormwater Pond will provide benefits to the Property and the City as a whole; and

WHEREAS, the City Commission of Holly Hill has determined that a private developer may receive an offset for or reduction of the impact fees due in exchange for the private developer financing or expending monies for improvements which will expand the City's stormwater utility systems; and

WHEREAS, the City Commission has authorized the City Manager to pay the building permit fees, impact fees or any other fees due in connection with the Development in exchange for the Developer's agreement to construct and donate to the City the Stormwater Pond on the Property which exceeds the stormwater requirements of the Development and provides additional capacity to meet the City's stormwater needs; and

WHEREAS, the City has established a stormwater utility system under Article VI, Section 70-301, et seq. that seeks to provide a uniform stormwater management system to serve the City and support development of properties within the City; and

WHEREAS, the City and the Developer have mutually agreed that the Developer shall finance the construction of the Stormwater Pond and dedicate the Stormwater Pond to the City and the City shall provide credits to Developer for all building permit, impact or other fees due to the City in connection with the development of the remaining lots in the Development.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer do hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. **Stormwater Pond.** The Developer shall install, at the Developer's sole cost and expense, the Stormwater Pond as more particularly set forth in the Plat and construction plans for the Development approved by the City on January 24, 2017, and attached hereto as Exhibit B. The Stormwater Pond shall be permitted, constructed and completed in accordance with the plans approved by the City and applicable local, state and federal agencies. Material excavated during the construction of the Stormwater Pond may be relocated offsite or retained and stockpiled onsite for future needs associated with the Development. Excavated material stockpiled on site may remain for up to ninety (90) days prior to its removal offsite. The Developer shall ensure that any stockpiles of excavated material are maintained in a clean and orderly manner and generally located in a location reasonably acceptable to the City as shown on an informal sketch plan submitted by Developer to the City prior to commencement of any excavation. Stockpiles shall not exceed thirty-five (35) feet in height and shall be set back a minimum of thirty (30) feet from any property line of the Development. Dust and noise associated with the stockpiles and excavation shall be minimized in accordance with applicable City codes.

2. **Time to Complete Stormwater Pond.** The Developer shall complete the construction of the Stormwater Pond within thirty (30) months of the commencement of construction. Construction of the Stormwater Pond shall commence within ninety (90) days of the date the City approves the preliminary and final plat and this Agreement (the "Effective Date"). The City may, in accordance with City Code, extend the time to complete all or any portion of the Stormwater Pond.

3. **Events of Default.** The following conditions, occurrences or actions will constitute a default by the Developer:

- (a) The Developer's failure to start or complete construction of the Stormwater Pond within the time provided herein;
- (b) The Developer abandons construction of the Stormwater Pond or otherwise ceases work on the Stormwater Pond for a period of six (6) consecutive months after construction of the Stormwater Pond has commenced;
- (c) The Developer's failure or refusal to correct the defective construction of the Stormwater Pond within any period of time designated or specified for correction;
- (d) The Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;

in such event the City may immediately declare a default without prior written notification to the Developer;

For any of the defaults set forth in this Section 3, except (d), the City may not declare a default unless the City has sent thirty (30) days' written notice to the Developer and Developer has failed to cure the default within said thirty (30) day period. In the event of a Default, the City may, in addition to any other remedies available, reduce the amount of Credits due to the Developer under Paragraph 6 by the amount required to complete the Stormwater Pond, repair damage to Flomich Avenue as provided in paragraph 7, or to pay the costs associated with any code enforcement liens that may accrue against the Property for the Developer's failure to perform under the terms of this Agreement.

4. Failure to Complete Stormwater Pond. In the event the Developer shall be in default pursuant to Paragraph 3 above or in the event the Developer shall, in any case, fail to complete the Stormwater Pond within the period of time required herein, the City shall have the right to complete construction of the Stormwater Pond. The Developer shall post a performance bond in accordance with Section 82-161(4) of the Land Development Regulations in connection with the City's issuance of a development order for the Development, including the Stormwater Pond. The required performance bond shall name the City as an additional obligee. In the event of a default by the Developer, the City may demand payment under the performance bond and may complete the Stormwater Pond itself or contract with a third party for completion. In the event the City completes the Stormwater Pond as provided herein, the City shall be entitled to the fill material generated during excavation of the Stormwater Pond and may use or otherwise dispose of such material in any manner the City deems in its best interest. The Developer grants to the City, its successors, assigns, agents, contractors, subcontractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and/or repairing such Stormwater Pond. In addition, the Developer, prior to commencing construction of the Stormwater Pond, shall execute and deliver the final plat for the Mirage subdivision to the City, together with an assignment of all associated permits, to be held in escrow during the development of the Stormwater Pond. In the event of default, the City shall have the right to record the final plat and deliver the assignment of permits to applicable regulatory agencies to secure the permanent access, utility and drainage easements provided to the City therein and all associated development rights. Notwithstanding a default by the Developer under this paragraph, in the event the City completes the Stormwater Pond the Developer or its successor owner of the Property shall be entitled to the Credits, as defined in paragraph 6, subject to any additional costs incurred by the City as a result of the Developer's default.

5. Dedication of Stormwater Pond. Upon completion of construction of the Stormwater Pond and verification by the City that the Stormwater Pond was constructed in accordance with the approved plans and specifications, Developer shall dedicate the Stormwater Pond, together with all applicable, plans, specifications and permits, to the City. Said dedication may be made by deed, plat, or any other method permissible under the City's Code of Ordinances and Florida Statutes. The Stormwater Pond shall serve the Development and the City's regional stormwater needs.

6. Credits to Developer for Construction of Stormwater Pond. Upon Developer's dedication of the Stormwater Pond to the City pursuant to Paragraph 5, herein, the Developer shall be entitled to credits in the amount of \$400,000.00 (the "Credits"), as further defined herein. The Credits shall be used to offset impact fees due in association with the Development, if legal, or shall entitle the Developer to payment of impact fees by the City on its behalf, or the waiver or payment of fees that can legally be waived or paid by the City on behalf of the Developer. The Credits shall be fully transferable by Developer to any successor or assign within the Development and shall survive until final buildout of the Development is completed, or the Credits are amortized as provided below, whichever occurs first. Notwithstanding the foregoing, the Credits shall be applied first to complete the development of townhomes constructed on Primo Court prior to their application to the balance of the Development. In the event the Developer requires use of the Credits contemplated by this Agreement prior to dedication of the Stormwater Pond, including but not limited to use of the Credits for permitting costs associated with the approval of the preliminary and final plat, the City shall allow the Developer to draw against the anticipated Credit balance in exchange for the Developer granting the City a first lien against the Property to secure repayment of the building permit fees, impact fees or other fees that would otherwise be due to the City in connection with the Development in the event Developer defaults under the terms of this Agreement. In the event such a lien is necessary, the Developer shall pay all costs associated with recording the lien.

The Credits provided by this Agreement shall be available to the Developer, its successors or assigns for the Development of the Property for a period of fifteen (15) years following completion of the Stormwater Pond. In the event the Credits are not fully used at the end of that period, the remaining balance of the Credits shall be amortized at a rate of 1/10th of the outstanding balance each year beginning in the sixteenth (16th) year after completion of the Stormwater Pond and continuing until the balance of the Credits is reduced to \$0.00.

7. Indemnification. The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on account of the performance or non-performance of work on the Property or otherwise relating to the Development. The City expressly acknowledges that damage may occur to the existing paving on Flomich Avenue as a result of truck or equipment traffic entering or exiting the Development in connection with construction of the Stormwater Pond. The City has plans to resurface Flomich Avenue in the vicinity of the Development and agrees to coordinate timing of the repaving with the Developer so that the repaving occurs after completion of the Stormwater Pond. In the event truck or equipment traffic associated with the construction of the Stormwater Pond causes damage to Flomich Avenue that is more extensive than can be corrected with the City's planned resurfacing, the Developer shall be responsible for the reasonable additional cost of repairing the additional damage. The City and Developer agree to document the condition of Flomich Avenue prior to the commencement of construction of the Stormwater Pond.

8. No Waiver. No waiver of any provision of this Agreement by the City will be deemed to constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed

by the City and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer.

9. Third Party Rights. This Agreement is not executed for the benefit of contractors, materialmen, laborers, or others providing work, services or materials to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

10. Severability. If any part, term or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

11. Principal and Agent. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and the Developer.

12. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

13. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Florida. Any litigation concerning this Agreement shall be conducted in the courts located in Volusia County, Florida, and the parties hereto agree to the venue and personal jurisdiction of these courts.

14. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors in interest and/or the legal representatives of the respective parties hereto. This Agreement shall not be assigned or transferred by the Developer without the written consent of the City being first had and obtained.

15. Notice. Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

Developer: Mirage HH Partners, LLC
48 Lakebluff Drive
Ormond Beach, FL 32174
Attention: Christopher B. Butera

With a Copy to: Cobb Cole, P.A.
351 East New York Avenue, Suite 200
DeLand, FL 32724
Attention: Mark A. Watts, Esq.

City: City of Holly Hill
1065 Ridgewood Avenue

Holly Hill, FL 327117
Attention:

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. The City of the Developer may by written notice to the other parties designate any other address for this purpose.

16. Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

17. Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

19. Entire Agreement. The parties have read and understand each and every term, condition, and covenant contained in this Agreement and in any document incorporated by reference. This Agreement and any appendices attached hereto constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements, except those otherwise referenced in this Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by all the parties.

20. Recording. This Agreement shall be recorded in the Public Records of Volusia County, Florida. The Developer shall pay all costs associated with recording this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day and year first above written.

CITY:

CITY OF HOLLY HILL

Joseph Forte
City Manager

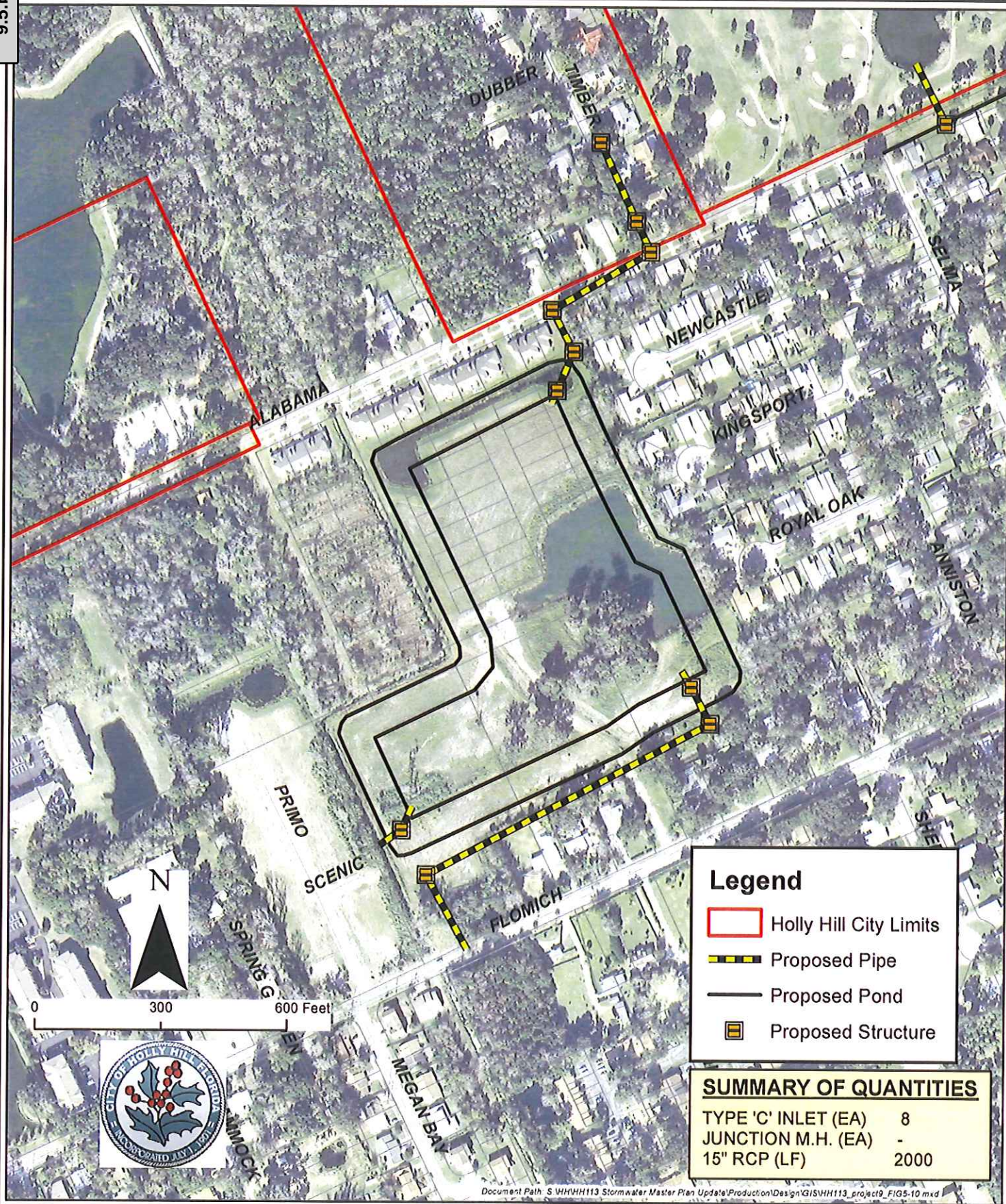
DEVELOPER:

MIRAGE HH PARTNERS, LLC, a Florida
limited liability company

Name: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Scott Simpson, City Attorney



QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX: 386.761.3977
P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
PHONE: 386.761.6810

**CITY OF HOLLY HILL
STORMWATER
MASTER PLAN UPDATE 2014**

**FIGURE 5.10
PROJECT 9
MIRAGE
PROPOSED
DETENTION POND**

5.2.8 Project 9 – The Mirage Property Detention Pond

This project area is located between Flomich Street and Alabama Avenue, and west of Selma Avenue, in the northwest part of the City. It will serve a drainage basin area of 50 acres. The project consists of purchasing the Mirage development property and constructing a wet detention pond. The wet detention pond will provide flood attenuation while also reducing the amount of pollutant discharge from the surrounding area. **Figure 5.10** is a conceptual plan of the improvements which includes construction of the detention pond, installation of a control structure, and installing connecting pipe with inlets. .

The untreated streets east of the pond including Timber Trail, Montgomery Avenue, Selma Avenue, Anniston Avenue and Flomich Street are also to be directed to the pond with a few diversion structures and pipes. A control structure located in the southwest corner of the pond would allow discharge into the Northwest Canal after treatment and flow through.

Any excess runoff will be discharged into the Nova Canal where it currently discharges. With this project the system will provide treatment year round, thereby reducing the amount of pollutants being sent to the Halifax River.

Conceptual level cost estimates follow this page. An estimate of stage reduction with the implementation of this project can be seen in Table 5.7. The annual pollutant removal quantities anticipated with the implementation of this project is contained in Section 6.

TABLE 5.7
CITY OF HOLLY HILL, FLORIDA
PROJECT 9 – MIRAGE PROPERTY DETENTION POND

Local Node Peak Stages		Mean Annual		25 Year	
Node	Location	PRE	POST	PRE	POST
W010-010	West side of Riviera CC	5.39	4.95	6.45	6.18
W030-010	Anniston Avenue	6.32	6.26	6.82	6.51
W040-010	Flomich St near Selma Ave	5.48	5.12	6.92	6.69
W001-090	South of Alabama Culvert	5.5	5.26	6.82	6.52
W030-020	Proposed Pond		3.88		5.73

**City of Holly Hill
Stormwater Master Plan Update**

Preliminary Construction Cost Estimate

Project 9						
Item Number	Deficiency Description or Location Mirage Site Detention Pond	Proposed Retrofit Improvements				
		Item Description	Quantity	Unit	Unit Cost	Amount
1	Land Acquisition	Obtain Property	1	LS	\$390,000.00	\$390,000.00
2	Construction activities					
	- Site preparation	Clearing and grubbing	1	LS	\$2,000.00	\$2,000.00
	- Pond Construction	Excavation, control struc, exc.	1	LS	\$160,000.00	\$160,000.00
	- Construction management	Maintenance of traffic, signage	1	LS	\$1,500.00	\$1,500.00
	- Erosion control and pollution abatement	Silt fences, turbidity barriers, etc.	1	LS	\$1,500.00	\$1,500.00
	- Storm pipe	15" RCP	2,000	LF	\$60.00	\$120,000.00
	- Drainage Structure	Type "C" with grate (<10' deep)	8	EA	\$2,400.00	\$19,200.00
	Roadway open cut and restoration (20' pavement)	Asphalt, base and subgrade	100	SY	\$40.00	\$4,000.00
	- Right-of-way restoration	Sodding, landscaping, etc.	1	LS	\$100,000.00	\$100,000.00
Qualifications (if applicable) 1. Utility relocations are not included. 2. Costs of drainage easement acquisition (if required) are not included.		SUB-TOTAL				
		- Mobilization @ 5%				
		- Contingencies @ 10%				
		SUB-TOTAL OF CONSTRUCTION COST				
		- Engineering Design & Permitting @5.5%=>				
		- Subconsultants @2% =>				
		- Constr Admin and Inspection @6% =>				
		TOTAL PROJECT COST				

\$1,041,851



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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Dredging and Marine Consultants to Provide Construction and Inspection Managements Services for the Sunrise Park South Boat Ramp Improvement Project; and Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1560)
APPLICANT:
PLANNER:

DISCUSSION:

During the current fiscal year, construction on the Sunrise Park South Boat Ramp Improvement Project is anticipated to begin. This project will include improvements to the park including the dredging of the access channel to the main channel in the river, adding channel markers and access channel lighting, boat ramp improvements, a kayak/canoe launch, 2 new handicapped parking spaces, 20 additional boat trailer parking spaces and 2 new picnic pavilions.

The City has obtained multiple grants which is anticipated to fully fund construction costs. However, due to the complexity of the project, it is recommended that the City hire a contractor with experiential knowledge of dredging and marine work to provide construction management and inspection services.

During the construction phase of this project, a qualified contractor is needed to assist with bid preparation, attend pre-bid and pre-construction meetings, assemble responses to construction vendor inquiries, verify contractor pay applications, review shop drawings, and provide substantial and final project completion verification. In addition, a contractor will be needed who can provide engineering solutions for any concerns found during construction, offer onsite construction inspections and attend additional progress meetings as needed.

The City had hired Dredging and Marine Consultants to provide design and engineering services for the Sunrise Park South Boat Ramp Improvement Project. As such, DMC has in-depth knowledge of the design and construction requirements of the project as well as specialized insight concerning what is to be expected of a construction contractor. Dredging and Marine Consultants currently hold a contract with the City of Port Orange to provide professional construction inspection services. Staff recommends that the City Commission approve a piggyback of the Port Orange contract to provide construction management and inspection

services for the construction phase of the Sunrise Park South Boat Ramp Improvement Project. The cost of these services is \$16,700 for construction management. Construction inspections carry hourly rates according to the following schedule:

Construction Manager: \$95.00/hour

Construction Inspector: \$70.00/hour

Administration: \$50.00/hour

FISCAL ANALYSIS:

The cost of the construction and inspections services for this project includes a fixed rate of \$16,700 and construction inspection services not to exceed \$20,000. As such, the total of these services will be up to, but not to exceed \$36,700.

The City had allocated \$650,000 for the construction phase of this project in the fiscal year 2016-2017 budget. These funds will be used to make initial payments to the construction contractor(s) until such time as grant reimbursement is received. Funds remaining in this allocation will be available to fund construction and inspection management.

STAFF RECOMMENDATION:

Approve piggyback contact with Dredging and Marine Consultants.

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:

APPROVE RESOLUTION 2017-R-10, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DREDGING AND MARINE CONSULTANTS TO PROVIDE CONSTRUCTION AND INSPECTION MANAGERMENTS SERVICES FOR THE SUNRISE PARK SOUTH BOAT RAMP IMPROVEMENT PROJECT.

ATTACHMENTS:

- Dredging & Marine Consultants LLC Contract COPO 10 1 2013-9 30 2018 (PDF)

- DMC Proposal for Construction Management Services for Sunrise Park Improvements Revision (PDF)
- DMC City of Port Orange Construction Inspection and Debris Management Task Authorization (PDF)

Resolution No. (ID # 1560)**RESOLUTION 2017-R-10 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DREDGING AND MARINE CONSULTANTS TO PROVIDE CONSTRUCTION AND INSPECTION MANAGERMENTS SERVICES FOR THE SUNRISE PARK SOUTH BOAT RAMP IMPROVEMENT PROJECT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-10**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DREDGING AND MARINE CONSULTANTS TO PROVIDE CONSTRUCTION AND INSPECTION MANAGERMENTS SERVICES FOR THE SUNRISE PARK SOUTH BOAT RAMP IMPROVEMENT PROJECT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of a Construction and Inspection Management firm to oversee the construction phase of the “Sunrise Park South Boat Ramp Improvement Project”; and

WHEREAS, Dredging and Marine Consultants has unique insight into the design and engineering of this project; and

WHEREAS, Dredging and Marine Consultants currently hold a construction inspection management contract with the City of Port Orange; and

WHEREAS, the City of Holly Hill has been offered the same rates for services as indicated in the City of Port Orange contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does authorize the City Manager to enter into a contract with Dredging and Marine Consultants.

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

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

APPROVED AND AUTHENTICATED on this 24th day of JANUARY, 2017.

[CA#3481]



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Contract is entered effective the 1st day of October, 2013, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions

(a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.

(b) As used in this Contract, the term "Contractor" shall mean: **DREDGING & MARINE CONSULTANTS, L.L.C.**, a Florida limited liability company whose principal address is 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, Florida 32129.

2. Provision of Services

(a) The Contractor hereby agrees to provide Professional Construction Inspection Services, Environmental Services, and Debris Monitoring Services to the City of Port Orange pursuant to the City's Request for Statements of Qualifications ("RFSQ") No. 12-36 as set forth in the Scope of Services and the Supplementary Conditions attached hereto as Exhibit "1."

(b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the parties hereto, this Contract shall be effective for a period of five (5) years, commencing on October 1, 2013, and continuing until September 30, 2018 (the "Initial Term"), with two (2) optional one (1) year renewal(s), upon written approval by the Parties and subject to appropriation by the Port Orange City Council.

Manner and Place: As outlined in RFSQ No. 12-36 and Exhibit "1" hereto, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Services shall be completed in the time set forth in the Notice to Proceed.

(c) Authorization for Services. This Agreement standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Agreement shall be in the form of written Contract Addendum issued and executed by the City pursuant to written quotes from the Contractor. A sample Contract Addendum is attached hereto as Exhibit "2."

3. City Obligations

In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in rates and fee schedules attached hereto as Exhibit "3." Rates may be adjusted on the anniversary of the effective date of the Contract upon mutual written agreement of the parties. If no agreement is reached, then either party may terminate this Contract upon ninety (90) days written notice to the other party. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors

In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Law

Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract 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 the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance

The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better according to the A.M. Best Company.

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	
<u>Special Conditions:</u>	30 days' notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<u>Special Conditions:</u>		30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
<u>Special Conditions:</u>		30 days' notice of cancellation to Governmental Entity.	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured ALMA	
<u>Special Conditions:</u>		30 days' notice of cancellation to Owner, Additional insured.	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	
<u>Special Conditions:</u>		30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance.

11. Assignability of Contract

Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change Orders. The Finance Director, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse Contractor from proceeding with the contract as changed.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Contract Administration--Delegation of Authority.

The City Manager will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

14. Liability for Loss or Damage

Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

15. Non-discrimination

During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide

occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Disputes

The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

17. Controlling Law

THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

18. Additional Provisions

As may have been outlined in RFSQ No. 12-36 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work, and rates as negotiated after the execution of this Contract.

19. Integration

This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

20. Notice

For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
 Attention: Gregory A. Kisela, City Manager
 1000 City Center Circle
 Port Orange, Florida 32129
 (386) 506-5501

Contractor: Dredging & Marine Consultants, L.L.C.
 Attention: Shailesh K. Patel, Managing Member
 4643 S. Clyde Morris Blvd., Unit 302
 Port Orange, Florida 32129
 (386) 304-6505
spatel@dmces.com

21. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

22. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[remainder of page intentionally left blank]

Witnesses:

CITY OF PORT ORANGE

Kimberly Delgado
 Printed Name: Kimberly Delgado

By: [Signature]
 Allen Green, Mayor

Theresa Gutierrez
 Printed Name: Theresa Gutierrez

Attest: [Signature]
 Robin L. Fenwick, CMC, City Clerk

Date: 10/1/13

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of Oct., 2013, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

[Signature]
 Notary Public, State of Florida
 Printed, typed or stamped name, commission and expiration:

Witnesses:

DREDGING & MARINE CONSULTANTS, L.L.C.

Curtis N. Todd
 Printed Name: CURTIS N. TODD

Niles Cyzycki
 Printed Name: NILES CYZYCKI

By: Shailesh K. Patel
 Shailesh K. Patel, Managing Member

Date: 9-16-2013

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of Sept., 2013, by Shailesh K. Patel, as Managing Member of Dredging & Marine Consultants, L.L.C., a Florida limited liability company, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Rosalee C. Wiggins
 Notary Public, State of Florida
 Printed, typed or stamped name, commission and expiration:



ROSALEE C. WIGGINS
 MY COMMISSION # EE 144504
 EXPIRES: December 25, 2015
 Bonded Thru Budget Notary Services

EXHIBIT "1"

SCOPE OF SERVICES

The Scope of Services for this contract is to provide Construction Inspection, Plans Examination, Environmental Services and Debris Monitoring Services, including but not limited to the following:

SECTION I: Construction Inspection Services:

A. Field Inspection

1. Site Work

Provide up to 2,000 hours (one inspector up to 40 hours/week) per year, plus up to 100 hours of weekend inspections, for Construction Inspection Services. Working under the direction of the Director of Community Development or designee, inspectors shall monitor the installation of improvements in Subdivisions and Site Developments to ensure compliance with all applicable Codes, Standards (including potable water, reclaimed water, sanitary sewer, roadways, parking lots, drainage systems, landscape and irrigation) and safety regulations.

2. Buildings

Provide building, mechanical, electrical and plumbing inspection and related plans examination services on an as needed basis.

Inspectors are expected to provide daily inspections with written logs for each assigned project, attend Pre-Construction Meetings, Final Inspections, and attend quarterly progress meetings with City staff. Inspectors are required to interact with Contractors, Engineers, Community Development, Public Utilities, and Public Works Personnel to ensure that scheduling of development connections to City services (water, sewer, storm-water, reclaim) are scheduled in a timely manner. Inspectors will be responsible for relaying information involving minor field changes to the Community Development Director or designee or Building Official or Public Utility Engineer and the Design Engineer for the assigned project. Inspectors are expected to have knowledge, experience and/or training in construction means, methods, materials and safety regulations. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety & Competent Person Training Program, OSHA certified Confined Space Entry, FDOT, Work Zone Traffic Control Courses.

B. Supplementary Services

Additional services may be required but not limited to:

1. Review engineering plans to assist in assuring compliance with City requirements
2. Provide recommendations regarding suitability of work performed by Contractors.
3. Provide expert witness testimony and assist in preparation for litigation or arbitration.

SECTION II: Environmental Services:

1. Environmental Site Assessments (ESA)

Consultant/Sub consultant shall have the knowledge and ability to perform Phase I ESA in accordance with American Society for Testing and Materials (ASTM), E-1527-05, "Standard Practice for Environmental Site Assessment Process" and perform Phase II ESA should testing be recommended to verify the presence of potential contamination. Additional tasks may include preparation of Contamination Assessment Plans (CAP), Site Assessment Reports (SAR), Remedial Action Plans (RAP) or Natural Attenuation Monitoring Only Plans (NAMOP)

2. Asbestos Consulting

The Consultant/Sub consultant may be required to provide on-call asbestos identification services to support real estate property acquisition, demolition and/or rehabilitation. Inspections must be conducted by a State of Florida asbestos contractor licensed with the Florida Department of Business and Professional Regulation in accordance with Chapter 469, Florida Statutes. Asbestos abatement services for asbestos-containing materials (ACMs) as identified on an Asbestos Inspection Report shall be performed by personnel accredited in accordance with 40 CFR

763, Subpart E, Appendix C. All removal, containment, transportation and disposition of identified ACM shall be in accordance with all applicable laws and regulations, including 40 CFR Part 61, Subpart A & M prior to demolition. Air Monitoring project oversight during abatement shall be provided by a State Licensed project manager who is certified (NIOSH 582) to provide project oversight and air monitoring throughout all preparatory, abatement, cleaning and final clearance activities. All activities during abatement phase shall be documented in a final report that shall include project submittals, notifications to governing agencies, daily reports, and daily air monitoring results, final air results, photographs, etc. Three (3) copies of the final report documentation are to be submitted to the City. The contractor shall submit a statement certifying work was completed in accordance with local, state and federal regulations and that all identified ACM has been properly removed and disposed.

3. Threatened and Endangered (T&E) Species Surveys

The Consultant/Sub consultant shall have staff with the experience and ability to perform T&E surveys of sites to determine the presence of species identified on the state and federal lists as threatened or endangered to include gopher tortoises. In addition, the Consultant/Sub consultant shall have knowledge and ability to recommend to the City the probable impacts to the site caused by the identified species and recommend avoidance, minimization and/or mitigation measures where appropriate. The Consultant/Sub consultant would also be expected to assist City staff in obtaining environmental permits if required.

SECTION III: Debris Monitoring Services:

1. Debris monitoring services

Provide debris monitoring services on as as-needed basis, per chapter II, FEMA-325/July 2007, public assistance debris management guide.

SUPPLEMENTARY CONDITIONS

1. Inspectors are to report to Community Development Engineering on a regular basis. A time for daily/weekly face to face meetings will be coordinated with each inspector.
2. Invoices are to be submitted on a monthly basis on the same week of every month.
3. Inspectors shall be assigned projects by Community Development Engineering. Inspection time will be based on project needs and budgeted based on project duration and the site inspection fee collected. CD Engineering staff will tabulate the inspection budget prior to assignment of the project. The budgeted amount of time and the time expended will be tracked for each project on the monthly invoice.
4. Miscellaneous inspections that fall outside of an assigned project will be tracked on the monthly invoice and identified with the City department requesting the service (i.e. Misc. Comm. Dev., Misc. Public Utilities, Misc. Public Works, etc...). Miscellaneous inspections shall be authorized by CD Engineering prior to providing the service. In the event there is an emergency inspection request from a City department other than Community Development, the inspector should report this to CD Engineering as soon as possible and no more than 24 hours after the inspection.
5. Inspectors shall have safety gear and have safety strobes/devices on their vehicles. Safety vests shall be worn and vehicle safety devices activated whenever working within the right-of-way.
6. Inspectors shall have use of a laptop or mobile device capable of viewing FDOT index standards and other regulations from the Internet.
7. Daily Inspection reports shall include a check of erosion control and other storm water pollution prevention requirements.
8. Inspection reports shall be submitted electronically the following working day after the inspection.
9. A Proactive Illicit Discharge/Illegal Connection Inspection Form shall be prepared for all active construction sites after a rainfall event of .5 inches or more.

EXHIBIT "2"

CONTRACT ADDENDUM NO. ____
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Dredging & Marine Consultants, L.L.C.

THIS Contract Addendum is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and DREDGING & MARINE CONSULTANTS, L.L.C., a Florida limited liability company with its principal place of business at 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Contract Addendum Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth Exhibit "A" subject to a limit up to but not to exceed \$ _____. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Addendum for the purposes herein expressed on the dates set forth below.

Witnesses:

CITY OF PORT ORANGE

 Printed Name: _____

By: _____
 Allen Green, Mayor

Attest:

 Printed Name: _____

 Robin L. Fenwick, CMC, City Clerk

Date: _____

Witnesses:

DREDGING & MARINE CONSULTANTS, L.L.C.

Printed Name: _____

By: _____
Shailesh K. Patel, Managing Member

Printed Name: _____

Date: _____

EXHIBIT "3"



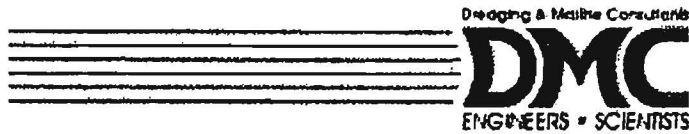
CIVIL UPLAND PROJECTS

**PROFESSIONAL SERVICES RATES FOR RFSQ #12-36
CITY OF PORT ORANGE CIVIL UPLAND PROJECTS
Effective January 1, 2013**

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal	\$135.00
Principal Engineer & Scientist	\$115.00
Project Manager	\$110.00
Senior Professional	\$100.00
Engineering Professional	\$ 85.00
Environmental Professional	\$ 70.00
<u>Technical Support Staff</u>	
CADD Technician	\$ 75.00
Grants / Programmer / Modeler	\$ 65.00
Administrative / Accounting	\$ 50.00
<u>Construction Inspection / Administration</u>	
Construction Manager	\$ 90.00
Senior Resident Inspector	\$ 75.00
Environmental/Construction Inspector	\$ 65.00
Field Technician	\$ 55.00
<u>Expenses</u>	
Turbidity Meter/Standards (per day)	\$30.00
Sediment Sampler (per day)	\$50.00
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	1.5 x Hourly Rate

NOTE: Range of services is dependent on whether the work is landward or over-water work due to insurance requirements. DMC will provide rates for specific work as per the scope of services from the City.

Note: Inspector rates shall include travel



MARINE/OVER WATER PROJECTS

**PROFESSIONAL SERVICES RATES FOR RFSQ #12-36
CITY OF PORT ORANGE MARINE/OVER WATER PROJECTS
Effective January 1, 2013**

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal	\$140.00
Principal Engineer & Scientist.....	\$120.00
Project Manager.....	\$110.00
Senior Professional.....	\$105.00
Engineering Professional	\$ 90.00
Environmental Professional	\$ 75.00
<u>Technical Support Staff</u>	
CADD Technician.....	\$ 75.00
Grants / Programmer / Modeler	\$ 65.00
Administrative / Accounting.....	\$ 50.00
<u>Construction Inspection / Administration</u>	
Construction Manager.....	\$ 95.00
Senior Resident Inspector	\$ 80.00
Environmental/Construction Inspector	\$ 70.00
Field Technician	\$ 60.00
<u>Expenses</u>	
Jon Boat (per day).....	\$200.00
Turbidity Meter/Standards (per day)	\$30.00
Sediment Sampler (per day)	\$50.00
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses).....	1.5 x Hourly Rate

NOTE: Range of services is dependent on whether the work is landward or over-water work due to insurance requirements. DMC will provide rates for specific work as per the scope of services from the City.

NOTE: Inspector rates shall include travel



G&S Good Environmental, Inc.

Consultants in: Phase I & II Environmental Site Assessments • Soil & Groundwater Testing
Tank Closure • Asbestos Surveys • Indoor Air Quality • Contamination Assessments

G&S Good Environmental Rate Sheet

January 10, 2013

Field Technician	\$65.00 per/hour
CADD Draftsman	\$65.00 per/hour
Project Geologist	\$ 85.00 per/hour
Professional Geologist	\$125.00 per/hour
Technical Secretary	\$35.00 per/hour
Submersible Pump Rental	\$165.00 per/day
OVA Rental	\$125.00 per/day
YSI Multi-meter	\$50.00 per/day
Core Machine Rental	\$50.00 per/day
Phase I ESA	\$1,800.00 lump sum



RATES FOR PROFESSIONAL SERVICES
Effective May 10, 2010

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal	\$125.00
Project Manager	\$115.00
Senior Professional	\$105.00
Staff Professional	\$90.00
<u>Technical Support Staff</u>	
Senior CADD Technician	\$70.00
CADD Technician	\$65.00
Administrative / Accounting	\$50.00
<u>Construction Inspection / Administration</u>	
Senior Resident Engineer	\$115.00
Senior Inspector	\$95.00
Construction Inspector	\$70.00
Field Technician	\$60.00
<u>Expenses</u>	
Lodging and Meals (per day)	\$ 150.00 ea
Reproduction	Cost + 10%
Vehicle Mileage	\$ 0.70/mi
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses)	Hourly Rate + 50%



January 10, 2017

Mr. Steve Juengst, Facilities Supervisor
 Department of Public Works
 City of Holly Hill
 453 LPGA Blvd
 Holly Hill, Florida 32117

**RE: Sunrise Park Improvements Construction Management and Inspection
 Scope of Services, Budget, and Schedule**

Mr. Juengst:

Dredging & Marine Consultants, LLC (DMC) is pleased to submit the following proposal to assist the City of Holly Hill (City) with services related to all construction management and inspection for the above referenced project.

Scope of Service: DMC will assist the City with the following tasks:

Task 1: Construction Management

- Assist with bid document preparation.
- Attend a pre-bid meeting.
- Assemble an addendum with responses to all contractor submitted questions during the bidding process.
- Attend a pre-construction meeting with the selected Contractor.
- Verify and certify all Contractor submitted pay applications.
- Review and approve/comment on all contractor submitted shop drawings.
- Provide substantial completion and final completion verification and assist with final project closeout.

Task 2: Construction Inspection

- Provide onsite construction inspection services during key construction times.
- Engineering solution
- Attend progress meetings as needed.

Budget:

Task 1: Construction Management - \$16,700

Task 2: Construction Inspection - Time and materials with an hourly rate of \$95/hr for Construction Manager, \$70/hr for Construction Inspector and \$50/hour for Administration. Not to exceed \$20,000

Schedule: Project is expected to take 210 days.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging and Marine Consultants, LLC

Shailesh K. Patel, M.Sc., CPSSc.
 Principal/ Project Manager

TASK AUTHORIZATION NO. 1

Master Contract for Engineering Services dated October 1, 2013

Between the City of Port Orange, Florida and Dredging & Marine Consultants, L.L.C.

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and DREDGING & MARINE CONSULTANTS, L.L.C., a Florida corporation with its principal place of business at 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Professional Construction Inspection Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Construction Inspection Services as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein as approved by Purchase Order for the Period of October 1, 2016 through September 30, 2017.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "B" attached hereto subject to a limit up to but not to exceed \$24,999.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DREDGING & MARINE CONSULTANTS, L.L.C.


 Printed Name: JAYSHREE PATEL

By: SHAILESH K. PATEL
 Shailesh Patel, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.


 Printed Name: NILES CZYZCKI

Date: 12-5-2016

Witnesses:

CITY OF PORT ORANGE

 Printed Name: _____ By: _____
 Michael H. Johansson, City Manager

 Printed Name: _____ Date: _____

Witnesses:

ATTEST:

 Printed Name: _____ By: _____
 Robin L. Fenwick, CMC, City Clerk

 Printed Name: _____ Date: _____

[CA 4796]

Exhibit “A”

SCOPE OF SERVICES

The Scope of Services for this contract is to provide Construction Inspection, Plans Examination, Environmental Services and Debris Monitoring Services, including but not limited to the following:

SECTION I: Construction Inspection Services:

A. Field Inspection

1. Site Work

Provide up to 2,000 hours (one inspector up to 40 hours/week) per year, plus up to 100 hours of weekend inspections, for Construction Inspection Services. Working under the direction of the Director of Community Development or designee, inspectors shall monitor the installation of improvements in subdivisions and site developments to ensure compliance with all applicable Codes, Standards (including potable water, reclaimed water, sanitary sewer, roadways, parking lots, drainage systems, landscape and irrigation) and safety regulations.

2. Buildings

~~Provide building, mechanical, electrical and plumbing inspection and related plans examination services on an as needed basis.~~

Inspectors are expected to provide daily inspections with written logs for each assigned project, attend Pre-Construction Meetings, Final Inspections, and attend quarterly progress meetings with City staff. Inspectors are required to interact with Contractors, Engineers, Community Development, Public Utilities, and Public Works Personnel to ensure that scheduling of development connections to City services (water, sewer, storm-water, reclaim) are scheduled in a timely manner. Inspectors will be responsible for relaying information involving minor field changes to the Community Development Director or designee or Building Official or Public Utility Engineer and the Design Engineer for the assigned project. Inspectors are expected to have knowledge, experience and/or training in construction means, methods, materials and safety regulations. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety & Competent Person Training Program, OSHA certified Confined Space Entry, FDOT, Work Zone Traffic Control Courses.

B. Supplementary Services

Additional services may be required but not limited to:

1. Review engineering plans to assist in assuring compliance with City requirements
2. Provide recommendations regarding suitability of work performed by Contractors.
3. Provide expert witness testimony and assist in preparation for litigation or arbitration.

SECTION II: Environmental Services:

1. Environmental Site Assessments (ESA)

Consultant/Sub consultant shall have the knowledge and ability to perform Phase I ESA in accordance with American Society for Testing and Materials (ASTM), E-1527-05, "Standard Practice for Environmental Site Assessment Process" and perform Phase II ESA should testing be recommended to verify the presence of potential contamination. Additional tasks may include preparation of Contamination Assessment Plans (CAP), Site Assessment Reports (SAR), Remedial Action Plans (RAP) or Natural Attenuation Monitoring Only Plans (NAMOP)

2. Asbestos Consulting

The Consultant/Sub consultant may be required to provide on-call asbestos identification services to support real estate property acquisition, demolition and/or rehabilitation. Inspections must be conducted by a State of Florida asbestos contractor licensed with the Florida Department of Business and Professional Regulation in accordance with Chapter 469, Florida Statutes. Asbestos abatement services for asbestos-containing materials (ACMs) as identified on an Asbestos Inspection Report shall be performed by personnel accredited in accordance with 40 CFR

763, Subpart E, Appendix C. All removal, containment, transportation and disposition of identified ACM shall be in accordance with all applicable laws and regulations, including 40 CFR Part 61, Subpart A & M prior to demolition. Air Monitoring project oversight during abatement shall be provided by a State Licensed project manager who is certified (NIOSH 582) to provide project oversight and air monitoring throughout all preparatory, abatement, cleaning and final clearance activities. All activities during abatement phase shall be documented in a final report that shall include project submittals, notifications to governing agencies, daily reports, and daily air monitoring results, final air results, photographs, etc. Three (3) copies of the final report documentation are to be submitted to the City. The contractor shall submit a statement certifying work was completed in accordance with local, state and federal regulations and that all identified ACM has been properly removed and disposed.

3. Threatened and Endangered (T&E) Species Surveys

The Consultant/Sub consultant shall have staff with the experience and ability to perform T&E surveys of sites to determine the presence of species identified on the state and federal lists as threatened or endangered to include gopher tortoises. In addition, the Consultant/Sub consultant shall have knowledge and ability to recommend to the City the probable impacts to the site caused by the identified species and recommend avoidance, minimization and/or mitigation measures where appropriate. The Consultant/Sub consultant would also be expected to assist City staff in obtaining environmental permits if required.

SECTION III: Debris Monitoring Services:

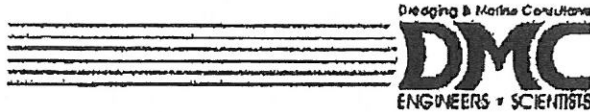
1. Debris monitoring services

Provide debris monitoring services on as as-needed basis, per chapter II, FEMA-325/July 2007, public assistance debris management guide.

SUPPLEMENTARY CONDITIONS

1. Inspectors are to report to Community Development Engineering on a regular basis. A time for daily/weekly face to face meetings will be coordinated with each Inspector.
2. Invoices are to be submitted on a monthly basis on the same week of every month.
3. Inspectors shall be assigned projects by Community Development Engineering. Inspection time will be based on project needs and budgeted based on project duration and the site inspection fee collected. CD Engineering staff will tabulate the inspection budget prior to assignment of the project. The budgeted amount of time and the time expended will be tracked for each project on the monthly invoice.
4. Miscellaneous inspections that fall outside of an assigned project will be tracked on the monthly invoice and identified with the City department requesting the service (i.e. Misc. Comm. Dev., Misc. Public Utilities, Misc. Public Works, etc...). Miscellaneous inspections shall be authorized by CD Engineering prior to providing the service. In the event there is an emergency inspection request from a City department other than Community Development, the Inspector should report this to CD Engineering as soon as possible and no more than 24 hours after the inspection.
5. Inspectors shall have safety gear and have safety strobes/devices on their vehicles. Safety vests shall be worn and vehicle safety devices activated whenever working within the right-of-way.
6. Inspectors shall have use of a laptop or mobile device capable of viewing FDOT index standards and other regulations from the Internet.
7. Daily inspection reports shall include a check of erosion control and other storm water pollution prevention requirements.
8. Inspection reports shall be submitted electronically the following working day after the inspection.
9. A Proactive Illicit Discharge/Illegal Connection Inspection Form shall be prepared for all active construction sites after a rainfall event of .5 inches or more.

Exhibit “B”



CIVIL UPLAND PROJECTS

PROFESSIONAL SERVICES RATES FOR RFSQ #12-36
CITY OF PORT ORANGE CIVIL UPLAND PROJECTS
Effective January 1, 2013

<u>Project Staff</u>	<u>Hourly Rate*</u>
Principal	\$135.00
Principal Engineer & Scientist.....	\$115.00
Project Manager.....	\$110.00
Senior Professional.....	\$100.00
Engineering Professional	\$ 85.00
Environmental Professional	\$ 70.00
<u>Technical Support Staff</u>	
CADD Technician.....	\$ 75.00
Grants / Programmer / Modeler	\$ 65.00
Administrative / Accounting.....	\$ 50.00
<u>Construction Inspection / Administration</u>	
Construction Manager.....	\$ 90.00
Senior Resident Inspector.....	\$ 75.00
Environmental/Construction Inspector	\$ 65.00
Field Technician.....	\$ 55.00
<u>Expenses</u>	
Turbidity Meter/Standards (per day)	\$30.00
Sediment Sampler (per day)	\$50.00
*Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses).....	1.5 x Hourly Rate

NOTE: Range of services is dependent on whether the work is landward or over-water work due to insurance requirements. DMC will provide rates for specific work as per the scope of services from the City.

Note: Inspector rates shall include travel



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

**City Commission
Resolution**

MEETING DATE: January 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-11 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Purchase of City Vehicles as Outlined in the Fleet Replacement Schedule as Recommended by the Fleet Manager; Authorizing the Appropriation of Additional Funds for Vehicle 841; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1564)
APPLICANT:
PLANNER:

DISCUSSION:

The public works department is requesting authorization to proceed with the purchasing of vehicles included in this year's budget for the following vehicles in accordance with the Fleet Manager's Replacement Schedule.

- 4 - 2017 Ford Fusions 4 door vehicles for Police Department
- 2 - 2017 Nissan NV Vans for Utility Billing
- 1 - 2017 F-350 with Dump Bed for Public Works

FISCAL ANALYSIS:

All vehicle funding is included in this year's budget. However a budget amendment is necessary for Vehicle #841 due to a price increase in the truck bed of \$3,500.00 (Attachment "A")

STAFF RECOMMENDATION:

Staff recommends purchase of the above mentioned vehicles as requested by the Fleet Manager.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes

sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVE RESOLUTION 2017-R-11, AUTHORIZING THE APPROPRIATION OF FUNDS AS IDENTIFIED IN ATTACHMENT “A” AND AUTHORIZE STAFF TO PROCEED WITH THE PURCHASE OF THIS YEAR’S VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AS RECOMMENDED BY THE FLEET MANAGER.

ATTACHMENTS:

- State Employee Contract Pricing (PDF)
- Attachment A (PDF)

Resolution No. (ID # 1564)

RESOLUTION 2017-R-11 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE PURCHASE OF CITY VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AS RECOMMENDED BY THE FLEET MANAGER; AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS FOR VEHICLE 841; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE PURCHASE OF CITY VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AS RECOMMENDED BY THE FLEET MANAGER, AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS FOR VEHICLE 841; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has recently updated the Fleet Replacement Schedule for all Departments within the City of Holly Hill; and

WHEREAS, The City needs to replace several vehicles in three (3) Departments as outlined in the Fleet Replacement Schedule.

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

SECTION 1. The City Commission of the City of Holly Hill does hereby authorize the appropriation of additional funds as outlined in Attachment "A" Budget Amendment Requests.

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

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

APPROVED AND AUTHENTICATED this 24th day of JANUARY, 2017.



DUVAL **State Employee** **Contract Pricing**

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at COST using State Employee Contract Pricing.

CALL: (800) 846-0584 or go to www.duvalford.com

CITY OF HOLLY HILL

Prepared for:		Contract #/Order	DATE:
CITY OF HOLLY HILL DANNY O'FLAHERTY 386-248-9457 doflaherty@hollyhillfl.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 NORTH	10/14/16
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #16.14.0904 chassis / 16.24.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	PRICE
0	SPEC 18	2017 FORD FUSION MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES (P0G)	\$ 16,865.00
0	100A	S TRIM PACKAGE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	STD
0	STD	BACK UP CAMERA	STD
0	STD	REMOTE KEYLESS ENTRY	STD
0			
0	UX	(1) INGOT SILVER	NC
0	GN	(1) WHITE GOLD	NC
0	J7	(2) MAGNETIC	NC
0	DE	INTERIOR: MEDIUM LIGHT STONE CLOTH	STD
0			
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST		\$ 16,865.00	
TOTAL QUANTITY		TOTAL PURCHASE	\$ 16,865.00



DUVAL **State Employee** **Contract Pricing**

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at COST using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to www.duvalfleet.com

CITY OF HOLLY HILL

Prepared For:		Contract Holder:	DATE:
CITY OF HOLLY HILL DANNY O'FLAHERTY 386-248-9457 dofflaherty@hollyhillfl.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 NORTH	11/4/16
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #16.14.0904 chassis / 16.24.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Qty	Equipment	Price
0	SPEC 4C	2017 FORD F-350 REG CAB 1 TON CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 F3G	\$ 21,351.00
0	640A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44P	6 SPEED AUTO TRANS	NC
0	145	145" WHEEL BASE 60" CAB TO AXLE	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	9D	9FT DUMP BODY- 2-3YD , ELECTRIC HOIST, TARP WITH ARMS	\$ 9,800.00
0	31B.31V	SHIP THROUGH TO INCLUDED CERTIFICATION, MSO, WEIGHT SLIP & DEALER PDI	\$ 260.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	
0	AS	INTERIOR: GRAY VINYL 40/20/40	
0		VINYL FLOOR	
0			
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 31,411.00
TOTAL QUANTITY			TOTAL PURCHASE
			\$ 31,411.00

#241



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

CARGO MINI VAN - FWD SPECIFICATION #36

2017 Nissan NV 200 (67117)

The Nissan NV 200 (67117) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$16,977.00	\$16,977.00	\$16,827.00	\$16,827.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department

Date

Public Works

1/13/2017

TAKE FUNDS FROM ACCOUNT NUMBER:

ACCOUNT DESCRIPTION:

AMOUNT:

301-0000-381-6000

General FundTransfers

3,500.00

Total

3,500.00

ADD FUNDS TO ACCOUNT NUMBER:

Public Works Fleet/Machinery & Equip.

3,500.00

Total

3,500.00

Purpose of Transfer: (include as much detail as possible)

Transfer necessary to purchase replacement for Vehicle #841 due to price increase for truck bed.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date



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

**City Commission
Ordinance**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2982 An Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 0.38 Acres Identified as Parcel Number 4224-01-04-0092 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Right-Of-Way of Nova Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

NUMBER: (ID # 1523)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: This request is to annex 0.38 acres on the north side of Nova Road between LPGA Boulevard and 10th Street. The subject parcel is adjacent to a parcel with the same owner at 1532 Nova Road. The southern parcel is already in the City, and the subject parcel will be combined with the 1532 Nova parcel upon annexation. This application is companion to a comprehensive plan amendment (CPA-2016-04) and a rezoning amendment (Z-2016-07).

BACKGROUND: The subject parcel is located on the north side of Nova Road between LPGA Boulevard and 10th Street. (Refer to location map.) The parcel was developed with a single-family house which has been demolished. The current owner purchased the subject property in 2014 along with the developed parcel to the south (the former Cochran Automotive). The applicant has submitted a petition for annexation.

DISCUSSION: Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The property owner has submitted a petition for annexation. The subject property is contiguous to the current city limits on three sides, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

This request is a companion to a request for comprehensive plan amendment and zoning. The proposed comprehensive plan map amendment will request General Commercial which is consistent with the other land use along Nova Road. The proposed zoning is CC-1 Corridor Commercial and is joined with the rezoning request for the adjacent property to the south.

The Board of Planning and Appeals reviewed the application at their regular meeting of December 5, 2016 and recommended the City Commission annex the parcel.

FISCAL ANALYSIS: There will be a minor adjustment to total taxable value.

RECOMMENDATION: Staff recommends the City Commission annex the subject property as submitted.

MOTION: APPROVE SECOND READING OF ORDINANCE 2982, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 0.38 ACRES IDENTIFIED AS PARCEL NUMBER 4224-01-04-0092 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE.

ATTACHMENTS:

- Hendrick Honda Satellite Holly Hill Annexation App (PDF)
- A-2016-02 Location Map (PDF)
- ATTACHMENT A Legal Description (DOCX)
- Attachment B 1532 1540 N Nova Rd Survey (PDF)

HISTORY:

01/10/17

City Commission

APPROVED AT 1ST READING

Next: 01/24/17

Ordinance No. (ID # 1523)

ORDINANCE 2982 AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 0.38 ACRES IDENTIFIED AS PARCEL NUMBER 4224-01-04-0092 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2982

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 0.38 ACRES IDENTIFIED AS PARCEL NUMBER 4224-01-04-0092 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHT-OF-WAY OF NOVA ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mark Karet, Zev Cohen & Associates as the agent for the owner of the real property described herein; and

WHEREAS, the agent has filed, pursuant to Florida Statue 171.044, a petition for voluntary annexation of said property as described in Attachment A into the municipal limits of the City of Holly Hill; and

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

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

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

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

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

(Tax Parcel Number 4224-01-04-0092 and the adjacent right-of-way of Nova Road)

LEGAL DESCRIPTION: See Attached Exhibit A.

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

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

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

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court,

such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

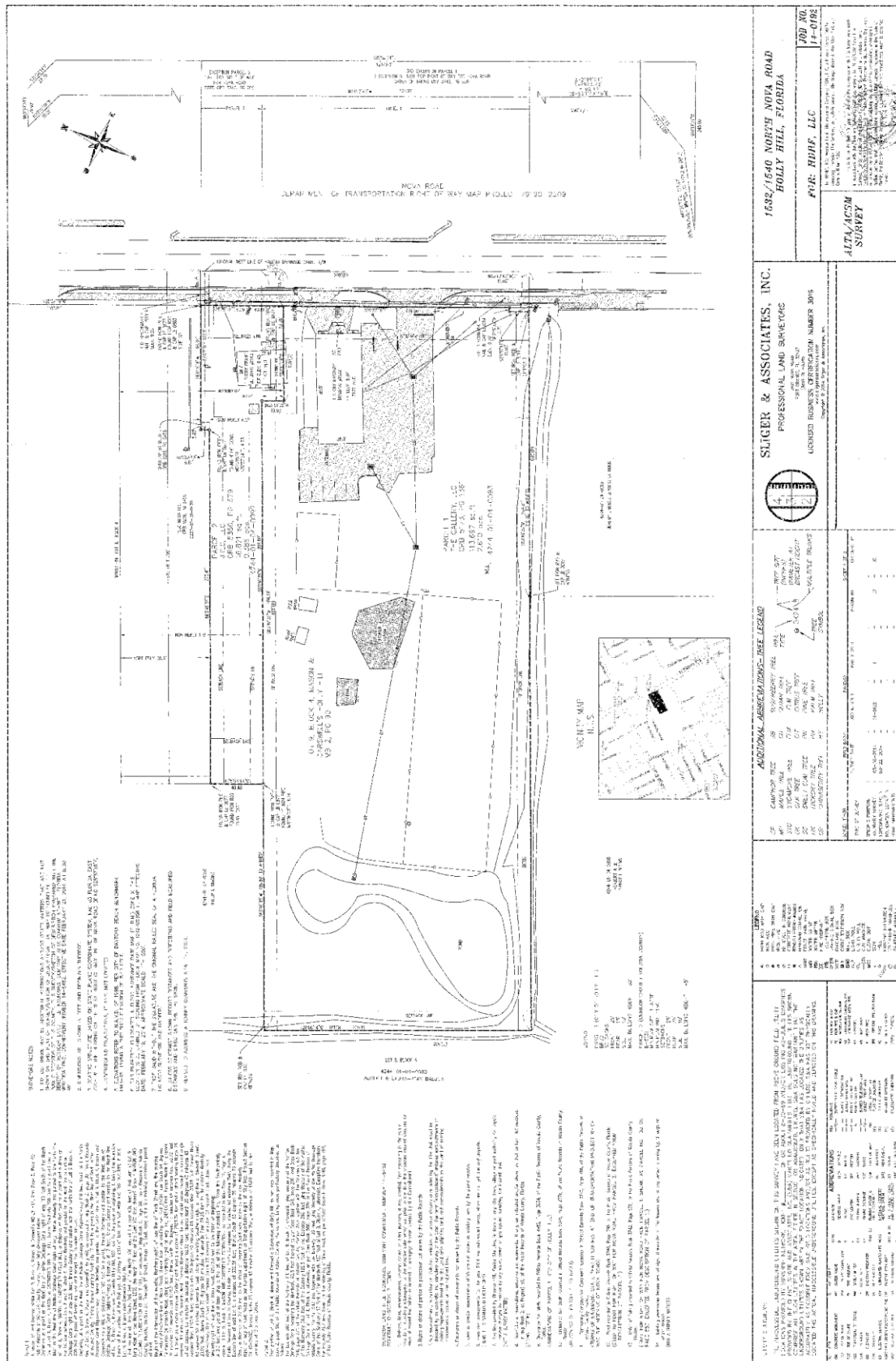
SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED ON SECOND READING dated on this 24th day of JANUARY, 2017.

**ATTACHMENT “A”
LEGAL DESCRIPTION**

That portion of Lot 9, Block 4, Mason and Carswell’s Subdivision of Holly Hill as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida and being more particularly described as follows: The Easterly 396’ of the Northerly 110’ of Lot 9, Block 4, aforesaid, lying westerly of the Halifax Drainage Canal excepting the Northerly 69.5’ thereof as per Deed Book 541, page 276, and Deed Book 566, page 370 of the Public Records of Volusia County, Florida, AND together with the Southerly 6.5’ of the Northerly 69.5’ of the Easterly 122.5’ of the Easterly 396’ lying Westerly of the Halifax Drainage Canal of Lot 9, Block 4, aforesaid. As per Deed Book 566, page 370 of the Public Records of Volusia County, Florida. AND also together with the Easterly 100’ lying Westerly of the Halifax Drainage canal of the Southerly 17 feet of the Northerly 127 feet of Lot 9, Block 4, aforesaid. Excepting there from the Easterly 26.7’ taken for the widening of Nova Road, as per Official Records Book 3740, page 798, of the Public Records of Volusia County, Florida.

**EXHIBIT “B”
PROPERTY MAP**





CITY OF HOLLY HILL PETITION FOR ANNEXATION

I (We) the undersigned affirm that I (we) are all the owners of property described in the attached survey and legal description. I (we) are requesting voluntary annexation into the City of Holly Hill as permitted by FS 171.044. By this petition, I (we) authorize the City to determine the eligibility of the property for annexation and take the necessary steps to effect the annexation of the property.

Mark P. Kane

(Print Name)

[Signature]

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

Attach a copy of the survey for the parcel for which annexation is requested along with a legal description of the parcel if one is not included on the survey.

Attachment: Hendrick Honda Satellite Holly Hill Annexation App (1523 : Annexation of 1540 Nova Road)

A-2016-02 LOCATION MAP



Scale 1:5,000 - 1 in = 417 ft
 Date Created:
 08-Nov-16 09:50 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: A-2016-02 Location Map (1523 : Annexation of 1540 Nova Road)

ATTACHMENT A
LEGAL DESCRIPTION

That portion of Lot 9, Block 4, Mason and Carswell's Subdivision of Holly Hill as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida and being more particularly described as follows: The Easterly 396' of the Northerly 110' of Lot 9, Block 4, aforesaid, lying westerly of the Halifax Drainage Canal excepting the Northerly 69.5' thereof as per Deed Book 541, page 276, and Deed Book 566, page 370 of the Public Records of Volusia County, Florida, AND together with the Southerly 6.5' of the Northerly 69.5' of the Easterly 122.5' of the Easterly 396' lying Westerly of the Halifax Drainage Canal of Lot 9, Block 4, aforesaid. As per Deed Book 566, page 370 of the Public Records of Volusia County, Florida. AND also together with the Easterly 100' lying Westerly of the Halifax Drainage canal of the Southerly 17 feet of the Northerly 127 feet of Lot 9, Block 4, aforesaid. Excepting there from the Easterly 26.7' taken for the widening of Nova Road, as per Official Records Book 3740, page 798, of the Public Records of Volusia County, Florida.

Attachment: ATTACHMENT A Legal Description (1523 : Annexation of 1540 Nova Road)

SURVEYORS' NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAN OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITH THE BENEFIT OF WESTCOT LAND TITLE INSURANCE COMPANY ALTA COMMITMENT-WITH FLORIDA MODIFICATIONS, COMMITMENT NUMBER 14-8462, EFFECTIVE DATE FEBRUARY 21, 2014 AT 8:00 AM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON STATE PLANE COORDINATE SYSTEM, NAD 83 FLORIDA EAST ZONE WITH THE BEARING ON THE WEST RIGHT OF WAY LINE OF NOVA ROAD BEING S25°37'19"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.S.D. OF 1988, PER CITY OF DAYTONA BEACH BENCHMARK RMR-96 HAVING A PUBLISHED ELEVATION OF 8.45 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. THIS LOCATION IS DETERMINED BY SOLING FROM F.I.R.M. MAP NO. 12127C00356 H. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"= 500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. REVISED TO ADDRESS ATTORNEY COMMENTS APRIL 14, 2014.

ADOLPH & LAURA-JEAN BALBOA
4244-01-04-0080
IRON F
LB 30
ESS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequently to the effective date hereof but prior to the date the proposed insured acquires for value the record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.
4. Easements or claims of easements not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
(ITEMS 1 - 6 STANDARD EXCEPTIONS)
7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
(NOT A SURVEY MATTER)
8. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Map Book 2, at Page(s) 90, of the Public Records of Volusia County, Florida.
(SHOW HEREON)
9. Ordinance No. 2649 recorded in Official Records Book 4982, Page 3554, of the Public Records of Volusia County, Florida.
(ANNEXATION OF PARCEL 1 INTO CITY OF HOLLY HILL)
10. Ordinance No. 2686 recorded in Official Records Book 5348, Page 2778, of the Public Records of Volusia County, Florida.
(REZONING OF PARCEL 1 TO BPDU)
11. Temporary Construction Easement recorded in Official Records Book 3740, Page 796, of the Public Records of Volusia County, Florida.
(TERMS OF EASEMENT STATE THAT IT EXPIRES AT END OF TRANSPORTATION PROJECT WHICH WAS THE WIDENING OF NOVA ROAD)
12. Deed recorded in Official Records Book 3740, Page 798, of the Public Records of Volusia County, Florida.
(DEED TO FDOT FOR RIGHT OF WAY FOR NOVA ROAD FROM PARCEL 2. EXCEPTED FROM DESCRIPTION OF PARCEL 2.)
13. Order of Taking recorded in Official Records Book 3742, Page 550, of the Public Records of Volusia County, Florida.
(TAKE FOR RIGHT OF WAY FOR NOVA ROAD FROM PARCEL 1. SHOWN AS PARCEL NO. 139 ON PAGE 553. EXCEPTED FROM DESCRIPTION OF PARCEL 1.)
14. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.
(NOT A SURVEY MATTER)

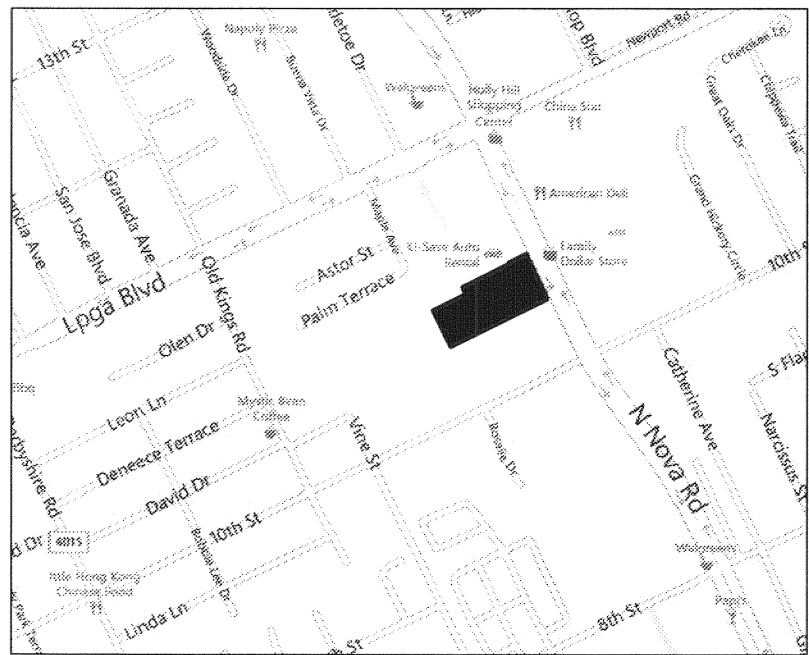
PARCEL 1 (CITY OF HOLLY HILL)
BPUD
SETBACKS
FRONT 25'
REAR 15'
SIDE 10'
MAX. BUILDING HEIGHT 30'

PARCEL 2 (UNINCORPORATED VOLUSIA COUNTY)
B-5(3)
MINIMUM SIZE 1 ACRE
MINIMUM WIDTH 150'
SETBACKS
FRONT 25'
REAR 35'
SIDE 10'
MAX. BUILDING HEIGHT 45'

4244-01-04-0098
HERBERT A &
NANCY L WEEMS

VICINITY MAP
N.T.S.

4244-01-04-0095
EMY JIMENEZ & KRISTINA NURK



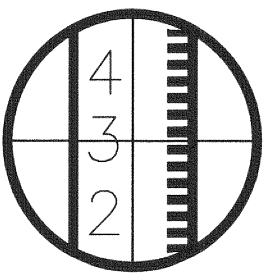
ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	
MP	MAPLE TREE	CD	CEDAR TREE	
SYC	SYCAMORE TREE	ELM	ELM TREE	
OK	OAK TREE	CIT	CITRUS TREE	
SG	SWEET GUM TREE	PN	PINE TREE	
HK	HICKORY TREE	PM	PALM TREE	
CB	CHINABERRY TREE	HY	HOLLY	

TREE SYMBOL

Diagram illustrating the components of a tree code structure:

- TREE TYPE**: Points to the top-left branch of the code.
- TREE SIZE (INCHES)**: Points to the top-right branch of the code.
- DIAMETER AT BREAST HEIGHT**: Points to the middle-right branch of the code.
- MULTIPLE TRUNKS**: Points to the bottom-right branch of the code.
- TREE SYMBOL**: Points to the central code 'OK24'.



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
Copyright © 2014 Sliger & Associates, Inc.

1532/1540 NORTH NOVA ROAD
HOLLY HILL, FLORIDA

FOR: HDBF, LLC

JOB NO.
14-0192

To EHM&T, INC.; Westcor Land Title Insurance Company; HDBF, LLC, a Nevada limited liability company; Frederick Title Services, Inc. d/b/a Summit Title Group; Moore & Van Allen PLLC and Goch & Nolen PLLC:

*ALTA/ACSM
SURVEY*

This is to certify that this map or plot and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys,* jointly established and adopted by ALTA and NSPS in 2011, and includes Items 1-4.66, 7a, 7b, 7c, 9, 10a, 10b, 13, 14, 16-19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in his professional opinion, as a land surveyor registered in the State of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

J.E. ZAPERT, P.L.S. NO. 4046



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

**City Commission
Ordinance**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2983 An Ordinance of the City of Holly Hill, Florida,
Amending the Comprehensive Plan by Amending the Future
Land Use Map to Designate the Parcels Identified as 1540
Nova Road as General Commercial; Providing for Conflicting
Ordinances; Providing for Severability; and Providing an
Effective Date.
NUMBER: (ID # 1524)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: The application is a request to amend the City of Holly Hill Future Land Use Map to include the 0.386-acre parcel at 1540 Nova Road. The parcel is being annexed into the City. The request is to amend the Future Land Use Map to designate the parcel as General Retail Commercial replacing the Volusia County Mixed Use Zone.

BACKGROUND: The subject property is being annexed into the City and as such will need to receive City zoning and be included in the City of Holly Hill Comprehensive Plan. This application is a companion to the annexation request (A-2016-02) and the rezoning request (Z-2016-07). The applicant is requesting a small scale map amendment to designate the approximately 0.38 acres of the subject property as General Commercial of the City of Holly Hill Future Land Use Map. The subject property will be combined with the adjacent parcel to the south which is owned by the same corporation and is already within the City limits.

DISCUSSION: The applicant has provided a report which addresses the basic planning requirements associated with the request. The report provides a detailed review of the site and how the proposed land use designation is consistent with the goals, objectives and policies of the comprehensive plan. The report also provides a concurrency analysis demonstrating the site will meet the service demands than may potentially be generated from the property. The report does not contain a detailed traffic analysis, but the 2016 traffic data for Nova Road shows average daily volumes (ADT) of 28,500 vehicles compared to a maximum capacity at LOS D of 59,900 ADT. The maximum potential development on this property can be accomplished without degradation of the traffic level of service. The Board of Planning and Appeals reviewed this application at their regular meeting of December 5, 2016 and recommended the City Commission approve the requested small scale amendment to the future land use map.

FISCAL ANALYSIS: No fiscal impact is expected.

RECOMMENDATION: Recommend the City Commission adopt the requested small scale

comprehensive plan amendment and authorize submission of the amendment to the Department of Economic Opportunity and the Volusia Growth Management Commission.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2983, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO DESIGNATE THE PARCELS IDENTIFIED AS 1540 NOVA ROAD AS GENERAL COMMERCIAL.

ATTACHMENTS:

- ATTACHMENT A Legal Description (DOCX)
- Holly Hill Proposed Future Land Use Map (DOCX)
- CPA-2016-04 Volusia County Land Use Map (DOCX)
- CPA-2016-04 Location Map and Aerial

HISTORY:

01/10/17

City Commission

APPROVED AT 1ST READING

Next: 01/24/17

Ordinance No. (ID # 1524)**ORDINANCE 2983 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO DESIGNATE THE PARCELS IDENTIFIED AS 1540 NOVA ROAD AS GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****ORDINANCE 2983**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO DESIGNATE THE PARCELS IDENTIFIED AS 1540 NOVA ROAD AS 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 through the small scale amendment as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY 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 parcel at 1540 Nova Road identified as having parcel number 4224-01-04-0092 as described in Attachment A as General Commercial.

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

Section 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. That this Ordinance shall be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective upon completion of the appeal period for comprehensive plan amendments allowed by Florida law and upon issuance of the certificate of consistency by the Volusia Growth Management Commission.

**APPROVED AND AUTHENTICATED ON THE SECOND READING,
dated this 24th day of JANUARY, 2017.**

ATTACHMENT "A"
LEGAL DESCRIPTION

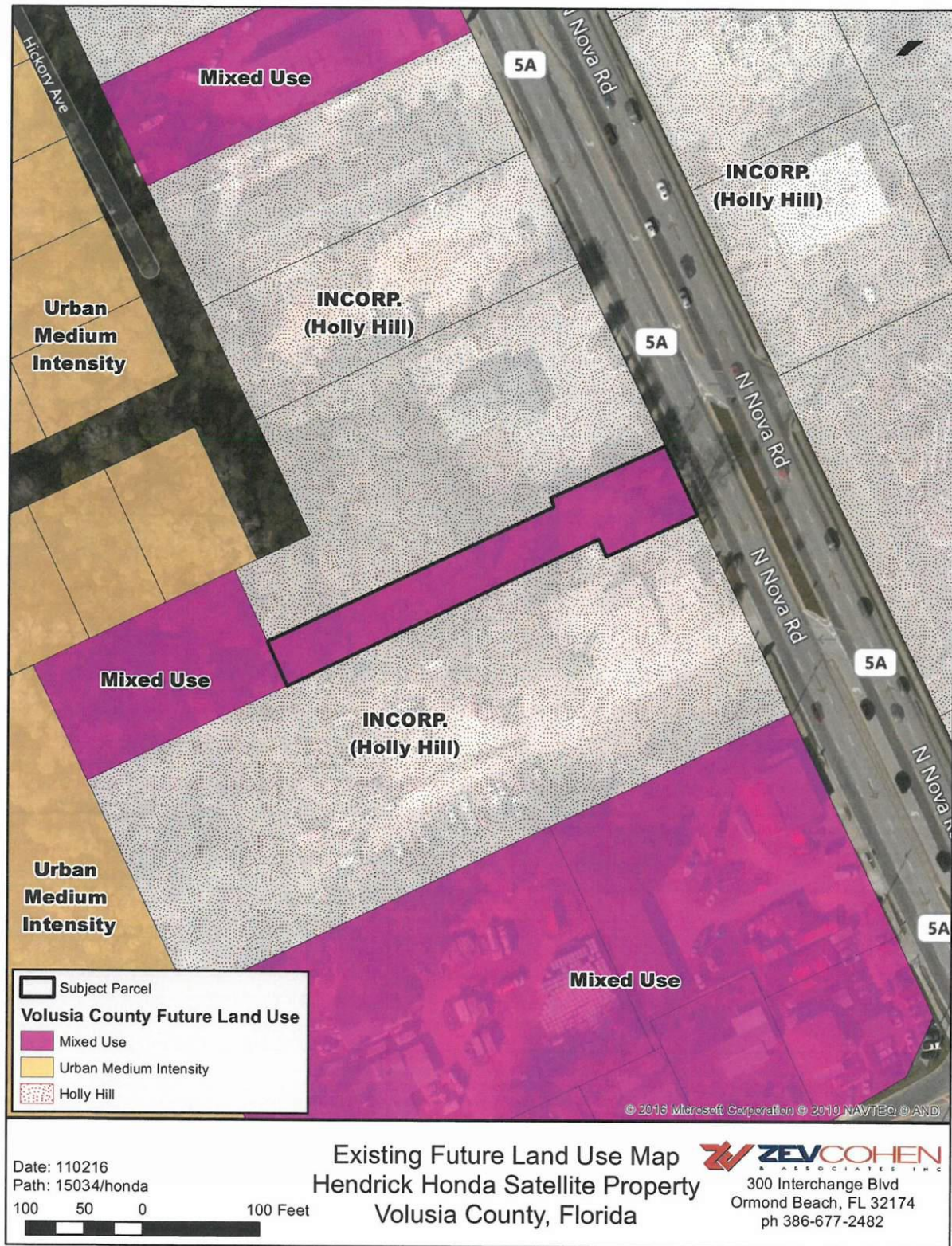
That portion of Lot 9, Block 4, Mason and Carswell's Subdivision of Holly Hill as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida and being more particularly described as follows: The Easterly 396' of the Northerly 110' of Lot 9, Block 4, aforesaid, lying westerly of the Halifax Drainage Canal excepting the Northerly 69.5' thereof as per Deed Book 541, page 276, and Deed Book 566, page 370 of the Public Records of Volusia County, Florida, AND together with the Southerly 6.5' of the Northerly 69.5' of the Easterly 122.5' of the Easterly 396' lying Westerly of the Halifax Drainage Canal of Lot 9, Block 4, aforesaid. As per Deed Book 566, page 370 of the Public Records of Volusia County, Florida. AND also together with the Easterly 100' lying Westerly of the Halifax Drainage canal of the Southerly 17 feet of the Northerly 127 feet of Lot 9, Block 4, aforesaid. Excepting there from the Easterly 26.7' taken for the widening of Nova Road, as per Official Records Book 3740, page 798, of the Public Records of Volusia County, Florida.

**ATTACHMENT A
LEGAL DESCRIPTION**

That portion of Lot 9, Block 4, Mason and Carswell's Subdivision of Holly Hill as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida and being more particularly described as follows: The Easterly 396' of the Northerly 110' of Lot 9, Block 4, aforesaid, lying westerly of the Halifax Drainage Canal excepting the Northerly 69.5' thereof as per Deed Book 541, page 276, and Deed Book 566, page 370 of the Public Records of Volusia County, Florida, AND together with the Southerly 6.5' of the Northerly 69.5' of the Easterly 122.5' of the Easterly 396' lying Westerly of the Halifax Drainage Canal of Lot 9, Block 4, aforesaid. As per Deed Book 566, page 370 of the Public Records of Volusia County, Florida. AND also together with the Easterly 100' lying Westerly of the Halifax Drainage canal of the Southerly 17 feet of the Northerly 127 feet of Lot 9, Block 4, aforesaid. Excepting there from the Easterly 26.7' taken for the widening of Nova Road, as per Official Records Book 3740, page 798, of the Public Records of Volusia County, Florida.

Attachment: ATTACHMENT A Legal Description (1524 : 1540 Nova Road Future Land Use Map Amendment)







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

**City Commission
Ordinance**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2984 An Ordinance of the City of Holly Hill, Florida,
Amending the Land Development Regulations by Rezoning the
Parcels Described in Exhibit "A" from City of Holly Hill
Business Planned Unit Development (BPUD) and Volusia
County B-5 Heavy Commercial to City of Holly Hill CC-1
Commercial Corridor; Providing for Conflicting Ordinances;
Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1525)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: This application is a request to rezone two parcels at 1532 and 1540 Nova Road. The parcel at 1532 Nova Road is to be rezoned from City BPUD to CC-1 Commercial Corridor. The parcel at 1540 Nova Road is requesting rezoning from County B-5 Heavy Commercial to City CC-1 Commercial Corridor. The 1540 Nova Road parcel is being annexed into the City.

BACKGROUND: The property at 1532 Nova Road is zoned BPUD under an ordinance adopted in 2004. The BPUD development is limited to a specific site plan which no longer fits the intended use for the property. The applicant is seeking rezoning to one of the City's standard zoning classifications, CC-1 Commercial Corridor, to allow use of the property for office use. The parcel size is 2.61 acres.

The 1540 Nova Road parcel is being annexed into the City and will need a zoning designation. The applicant is seeking a zoning designation of CC-1 Commercial Corridor consistent with the adjacent parcel to the south. The two parcels are in common ownership.

DISCUSSION: The proposed zoning for both parcels is consistent with the current and proposed future land use designation of General Commercial. The balance of the City property along the west side of Nova Road between LPGA Boulevard and 10th Street is CC-1 except for the subject BPUD, so the proposed zoning is consistent with the zoning pattern for the area.

The applicant has submitted an application responding to the questions and criteria for rezoning, and a copy of this submittal is attached. The proposed zoning will enhance the use of the BPUD parcel and provide for the transition of the annexed parcel from residential use to commercial use.

FISCAL ANALYSIS: No fiscal impact.

RECOMMENDATION: Staff recommends the BOPA recommend the City Commission amend the official zoning map to designate the subject parcels as CC-1 Commercial Corridor.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2984, AMENDING THE LAND DEVELOPMENT REGULATIONS BY REZONING THE PARCELS DESCRIBED IN EXHIBIT a FROM CITY OF HOLLY HILL BPUD BUSINESS PLANNED UNIT DEVELOPMENT AND VOLUSIA COUNTY B-5 HEAVY COMMERCIAL TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR.

ATTACHMENTS:

- 1532 1540 N Nova Rd survey (PDF)
- Z-2016-07 Proposed Zoning Map (PDF)

HISTORY:

01/10/17

Next: 01/24/17

City Commission

APPROVED AT 1ST READING

Ordinance No. (ID # 1525)

ORDINANCE 2984 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CITY OF HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) AND VOLUSIA COUNTY B-5 HEAVY COMMERCIAL TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2984

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CITY OF HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD) AND VOLUSIA COUNTY B-5 HEAVY COMMERCIAL TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR; 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 Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; 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

and 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.

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

Section 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. That this Ordinance shall be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective immediately for Parcel 1 and upon approval of the future land use map amendment by the Florida Department of Economic Opportunity and Volusia Growth Management Commission for Parcel 2.

**APPROVE AND AUTHENTICATED ON SECOND READING dated on this 24th
day of JANUARY, 2017.**

ATTACHMENT "A"**PARCEL 1:**

A parcel of land located within Lot 9, Block 4, Mason and Carswell's HOLLY HILL, Map Book 2, Page 90 Public Records of VOLUSIA County, Florida more fully described below: Beginning at a point on the West line of Halifax drainage Canal right of way 110' South of the North Line of Lot 9, Block 4, MASON and Carswell's HOLLY HILL; thence Southerly 206' to a point and a ditch in the West line of Halifax Drainage Canal Right of way ; thence Westerly and parallel to the North line of Lot 9, Block 4, MASON and CARSWELL'S HOLLY HILL, a distance of 600' to a point and a ditch on the lot line between Lots 8 and 9, Block 4, thence Northerly and parallel to the West line of Halifax Drainage Canal right of way 206'; thence Easterly and parallel with the North line of Lot 9, Block 4, 600 feet to place of beginning, less and except the parcels; Beginning at a point on the West line of Halifax Drainage Canal Right of way 110' South of the North line of Lot 9, Block 4 Mason and Carswell's Holly Hill, as recorded in Map Book 2, page 90, Public Records of Volusia County, Florida; thence running Southerly 17 feet to a point in the West line of Said Halifax Drainage Canal of Right of way; thence Westerly and parallel to the North line of Lot 9, Block 4, Mason and Carswell's Holly Hill, a distance of 100 foot to a point; thence Northerly and parallel to the West line of Halifax Drainage Canal Right of way, a distance of 17'; thence Easterly and parallel to the North line of Lot 9, Block 4, Mason and Carswell's Holly Hill, 100' to the place of the beginning. It is being the intention herein of the parties of the first part to convey a strip of land one foot wide and 100 foot long in said Lot 9, Block 4, Mason and Carswell's Holly Hill. That portion of: The South 206' of the North 316' of the East 600' of that part of Lot 9 lying West of the Nova Canal, LESS the North 17' of the East 100' thereof, Block 4 MASON AND CARSWELL'S SUBDIVISION OF HOLLY HILL, as recorded Map Book 2, Page 90, Public Records of Volusia County, Florida, section 37, Township 15 South, Range 32 East, lying within the following described parcel of land; Begin at the intersection of the existing Northerly right of way line of Tenth Street and the existing Westerly right of way of Nova Road; thence from an existing Iron Rod #3794, run South 64 degrees 19 minutes 34 seconds West, along said Northerly right of way line, 245.00'; thence North 61 degrees 34 seconds 27 seconds East 177.2'; thence North 25 degrees 17 minutes 04 seconds East 53.72' to a point on a curve concave Easterly and having a radius of 2923.79' and a chord bearing North 26 degrees 43 minutes 45 seconds West; thence Northerly along the arc of said curve through a central angle of 02 degrees 00 minutes 04 seconds a distance of 102.12 feet; thence North 25 degrees 43 minutes 43 seconds West 1107.91'; thence North 70 degrees 40 minutes 08 seconds West 35.28'; thence North 63 degrees 59 minutes 33 seconds East, along the existing Southerly right of way line of Eleventh Street, 29.92'; thence South 70 degrees 56 minutes 14 seconds East 28.25' to the existing Westerly right of way line of Nova Road; thence South 25 degrees 52 minutes 03 seconds East, along said Westerly right of way line of Nova Road, 1257.58' to the point of Beginning; A 3.0 foot wide parcel of land lying to the left of the following described line; From the Southeasterly corner of Lot 9, Block 4. MASON and CARSWELL'S SUBDIVISION, as record in Map Book 12, Page 4, Public Records of Volusia County, Florida, run North 25 degrees 52 minutes 03 seconds West, along the Easterly line of said Lot 9, a distance of 332.58'; thence South 63 degrees 59 minutes 33 seconds West, a distance of 27.30' feet to the Point of the Beginning (said point being on the new Westerly right

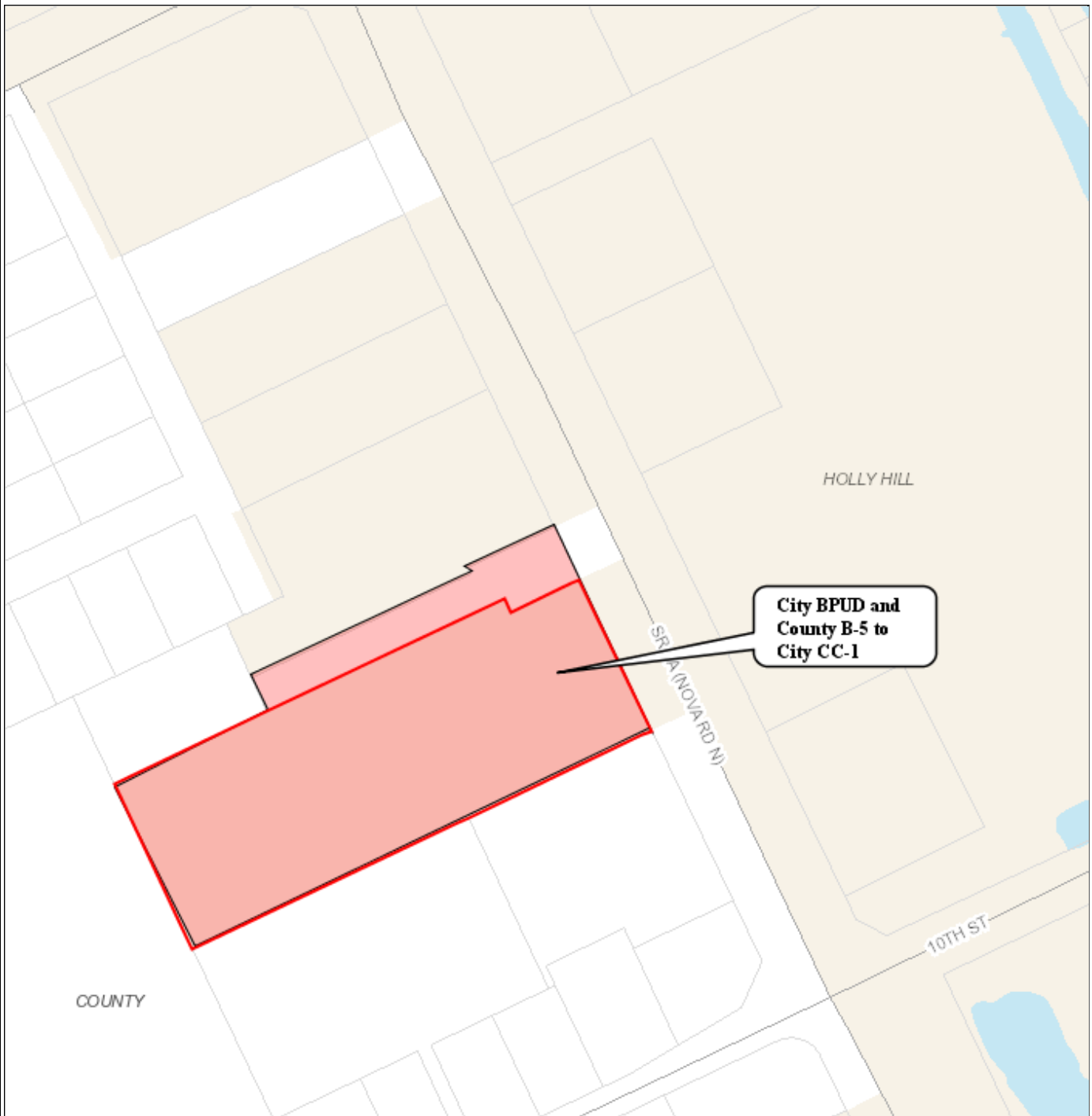
of way of Nova Road as per Florida Department of Transportation of right of way Map, Project Section 79190-2509); thence North 25 degrees 43 minutes 43 seconds West, a distance of 15.00' to the terminus of this description.

PARCEL 2:

That portion of Lot 9, Block 4, Mason and Carswell's Subdivision of Holly Hill as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida and being more particularly described as follows: The Easterly 396' of the Northerly 110' of Lot 9, Block 4, aforesaid, lying westerly of the Halifax Drainage Canal excepting the Northerly 69.5' thereof as per Deed Book 541, page 276, and Deed Book 566, page 370 of the Public Records of Volusia County, Florida, AND together with the Southerly 6.5' of the Northerly 69.5' of the Easterly 122.5' of the Easterly 396' lying Westerly of the Halifax Drainage Canal of Lot 9, Block 4, aforesaid. As per Deed Book 566, page 370 of the Public Records of Volusia County, Florida. AND also together with the Easterly 100' lying Westerly of the Halifax Drainage canal of the Southerly 17 feet of the Northerly 127 feet of Lot 9, Block 4, aforesaid. Excepting there from the Easterly 26.7' taken for the widening of Nova Road, as per Official Records Book 3740, page 798, of the Public Records of Volusia County, Florida.

Packet Pg. 261

PROPOSED ZONING



Scale 1:2,000 - 1 in = 167 ft
Date Created:
05-Dec-16 10:19 AM

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SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



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

**City Commission
Ordinance**

MEETING DATE: January 24, 2017
FROM: Steve Aldrich
SUBJECT: Ordinance 2985 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pension and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for Authority to Invest in Private Real Estate; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification and Providing for an Effective Date.
NUMBER: (ID # 1546)
APPLICANT:
PLANNER:

DISCUSSION: The Police Pension board has requested a change to the investment ordinance to better invest the plan funds in an effort to keep up with the market trends. These changes are intended to allow the fund managers more options to earn the 7.4% rate of return used in the actuarial calculations.

Cities that have adopted similar investment plans:

- City of Holly Hill (Fire)
- City of Deerfield Beach (Fire)
- City of Deland (Police)
- City of Ft. Pierce (Police)
- City of Palatka (General, Fire and Police)
- City of Jupiter (Police)
- City of Leesburg (Fire)
- Town of Surfside (General)
- Village of Key Biscayne (Fire and Police)
- City of Plantation (General and Fire)

- City of Pensacola (General and Fire)

FISCAL ANALYSIS: Returns consistently above 7.4% (if achieved) would allow the City to contribute less funding to the plan on an actuarial basis. These changes could allow for greater risk in the investments being made which could expose the funds to greater losses in a down market. This greater risk could expose the City to a greater funding liability if the assumed rate of return is not met. The City through its annual Actuarial Required Contributions assumes this additional payment.

STAFF RECOMMENDATION: Approve Police Pension Ordinance 2985 for first reading as proposed.

COMMISSION GOAL: 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 SECOND READING OF ORDINANCE 2985, AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR AUTHORITY TO INVEST IN PRIVATE REAL ESTATE; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- 2016 Ordinance - Private Real Estate Investment - final (DOCX)
- 2017.01.12 Holly Hill Police - No Impact Letter (PDF)

HISTORY:

01/10/17

City Commission

APPROVED AT 1ST READING

Next: 01/24/17

Ordinance No. (ID # 1546)**ORDINANCE 2985 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR AUTHORITY TO INVEST IN PRIVATE REAL ESTATE; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2985**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR AUTHORITY TO INVEST IN PRIVATE REAL ESTATE; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Holly Hill Police Officers' Retirement Trust Fund ("Fund") has a fiduciary duty to prudently invest Fund assets; and

WHEREAS, the investment authority of the Board of Trustees is limited to those asset classes specifically set forth in section 42-31(2) of the City of Holly Hill Code of Ordinances; and

WHEREAS, the Board of Trustees employs an consultant to advise on investment policy, including proper asset allocation; and

WHEREAS, the Fund's investment consultant has recommended that the Board of Trustees invest at least ten percent of the Fund's portfolio in core private real estate; and

WHEREAS, an ordinance amendment is necessary in order to follow the advice of the Fund's investment consultant; and

WHEREAS, the Board of Trustees of the Fund have requested and approved

such amendment as being in the best interests of the participants and beneficiaries as well as improving the financial outlook of the plan, and

WHEREAS, the City Council has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore,

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

SECTION 1. That section 42-31(2) of the Code of Ordinances of the City of Holly Hill, Florida are hereby amended as follows:

Sec. 42-31. Pension Benefits.

- (2) The board of trustees may invest and reinvest the assets of the Police Officers' Retirement Trust Fund, City of Holly Hill, in accordance with the provisions of F.S. § 185.06, which are hereby varied only in the following respects:
 - a. The aggregate of the trust fund's investment in equities (common stocks or equivalents) at market shall not exceed 67.5 percent of the fund's assets, with a target range of 62.5 to 67.5 percent;
 - b. The aggregate of the trust fund's investments in negotiable fixed income securities, including securities issued by the United States government, agencies of the United States government, or bonds, or preferred stocks issued by domestic corporations having an initial rating of A or higher, at market, shall be at least 32.5 percent of the fund's assets, with a target range of 32.5 to 37.5 percent;
 - c. Short-term money market funds or instruments may be included within the above categories of investments, provided that if commercial paper is used, it must be rated at least A-2 or P-2; ~~and~~
 - d. International investment of any kind, equities or fixed securities, shall not exceed 25 percent of the fund's assets; and
 - e. Master Limited Partnerships (MLP) that trade on a major exchange, up to an amount of fifteen (15) percent of the assets of the fund at market value with a target range of 10 to 15 percentage. No more than

ten (10) percent at market value of an investment manager's MLP portfolio may be invested in a single issuer unless the issuer makes up more than ten (10) percent of the Alerian MLP Index, in which case, up to the Index weighting may be held.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

SECTION 6. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED ON SECOND READING dated this
24th day of JANUARY, 2017.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING CHAPTER 42 (PENSION AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR AUTHORITY TO INVEST IN PRIVATE REAL ESTATE; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the City of Holly Hill Police Officers' Retirement Trust Fund ("Fund") has a fiduciary duty to prudently invest Fund assets; and

WHEREAS, the investment authority of the Board of Trustees is limited to those asset classes specifically set forth in section 42-31(2) of the City of Holly Hill Code of Ordinances; and

WHEREAS, the Board of Trustees employs an consultant to advise on investment policy, including proper asset allocation; and

WHEREAS, the Fund's investment consultant has recommended that the Board of Trustees invest at least ten percent of the Fund's portfolio in core private real estate; and

WHEREAS, an ordinance amendment is necessary in order to follow the advice of the Fund's investment consultant; and

WHEREAS, the Board of Trustees of the Fund have requested and approved such amendment as being in the best interests of the participants and beneficiaries as well as improving the financial outlook of the plan, and

WHEREAS, the City Council has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore,

THE CITY OF HOLLY HILL, FLORIDA HEREBY ORDAINS AS FOLLOWS:

Section 1. That section 42-31(2) of the Code of Ordinances of the City of Holly Hill, Florida are hereby amended as follows:

Sec. 42-31. Pension Benefits.

- (2) The board of trustees may invest and reinvest the assets of the Police Officers' Retirement Trust Fund, City of Holly Hill, in accordance with the provisions of F.S. § 185.06, which are hereby varied only in the following respects:
 - a. The aggregate of the trust fund's investment in equities (common stocks or equivalents) at market shall not exceed 67.5 percent of the fund's assets, with a target range of 62.5 to 67.5 percent;
 - b. The aggregate of the trust fund's investments in negotiable fixed income securities, including securities issued by the United States government, agencies of the United States government, or bonds, or preferred stocks issued by domestic corporations having an initial rating of A or higher, at market, shall be at least 32.5 percent of the fund's assets, with a target range of 32.5 to 37.5 percent;
 - c. Short-term money market funds or instruments may be included within the above categories of investments, provided that if commercial paper is used, it must be rated at least A-2 or P-2; ~~and~~
 - d. International investment of any kind, equities or fixed securities, shall not exceed 25 percent of the fund's assets; and

e. Master Limited Partnerships (MLP) that trade on a major exchange, up to an amount of fifteen (15) percent of the assets of the fund at market value with a target range of 10 to 15 percentage. No more than ten (10) percent at market value of an investment manager's MLP portfolio may be invested in a single issuer unless the issuer makes up more than ten (10) percent of the Alerian MLP Index, in which case, up to the Index weighting may be held.

Section 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

Section 5. That this Ordinance shall become effective immediately upon its adoption.

Section 6. That this Ordinance shall be posted at City Hall as required by law.

The foregoing Ordinance was introduced and read on first reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in

council chambers at City Hall, on the ____ day of _____, 20____.

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

Mayor	_____
Councilman	_____
Councilman	_____
Councilman	_____
Councilman	_____

The foregoing Ordinance was introduced and read on second reading before the City Council of the City of Holly Hill, Florida, at its regular meeting held in council chambers at City Hall, on the _____ day of _____, 20____.

It was moved by Councilman _____ and seconded by Councilman _____ that said Ordinance be adopted. A roll call vote of the Council held on said motion to adopt the Ordinance resulted as follows:

Mayor	_____
Councilman	_____
Councilman	_____
Councilman	_____
Councilman	_____

Whereupon, the Mayor of the City of Holly Hill, Florida has hereunto set her official signature, duly attested by the City Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, Florida, this _____ day of _____, 20____, as is required by law.

CITY OF HOLLY HILL, FLORIDA

Mayor

ATTEST:

CITY CLERK

Approved as to form and legality:

CITY ATTORNEY



January 12, 2017

VIA EMAIL

Board of Trustees
City of Holly Hill
Police Officers' Pension Board
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: City of Holly Hill
Police Officers' Retirement Trust Fund

Dear Board:

We have reviewed the proposed Ordinance amending the Plan to invest in private real estate. It is our opinion that adoption of the proposed Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. T. Donlan'.

Patrick T. Donlan, ASA, EA, MAAA

Attachment: 2017.01.12 Holly Hill Police - No Impact Letter (1546 : Police Pension Investments - Ordinance)



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

**City Commission
Ordinance**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2986 An Ordinance of the City of Holly Hill, Florida, Volusia County, Relating to Comprehensive Planning; Adopting the Comprehensive Plan Amendments to the Capital Improvements Element in Accordance with Florida Law; Providing for Repeal of All Ordinances and Parts of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1527)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION: State law requires that each year the City update its five-year program for capital improvements to keep the City's comprehensive plan in compliance with state requirements. The CIP update must be adopted by ordinance. This report contains the proposed CIP for the five-year period covering FY 2016-17 through FY 2020-21. The Board of Planning and Appeals reviewed the amended CIP at their regular meeting of December 5, 2016 and recommended the City Commission adopt the amendment.

BACKGROUND: The five year CIP update is done each year after the City Commission finishes its budget preparation. This timing allows the budget to reflect the most current priorities for capital programs. Projects that have been completed are deleted from the program, and City departments are contacted regarding additional projects and priorities that may be included in the program. Where cost estimates for scheduled projects have changes, the costs are modified as necessary.

It is important to remember that the CIP in the comprehensive plan is a plan for anticipated capital projects and not a fixed budget. It is expected that the timing of projects will change as projects move toward implementation; individual project priorities will change; and new opportunities arise. While funding sources are indicated with each project, it is typical and likely that some funding sources will change as individual projects are implemented and the availability of funds from varying sources changes over time.

While the capital projects are on this list because they support and expand the services available to the citizens of Holly Hill, under state law the only projects that must be done are projects that address deficiencies in the designated levels of service for water, sewer, stormwater, traffic, solid waste disposal, parks and schools. The City does not currently have any project that is required to address a level of service deficiency. The projects on the proposed CIP list are service improvement projects and therefore can be adjusted within the CIP or postponed beyond the CIP period as schedule demands and financing dictate. Once the City adopts the amended CIP, staff

will send a notice to the Department of Economic Opportunity to demonstrate the City has complied with the requirement to maintain a current five-year plan. The state will not do any further review of the CIP and this amendment is exempt from VGMC review.

DISCUSSION: The proposed CIP is attached in a spread sheet format. The proposed plan has a number of changes from the current plan which was adopted earlier this year. This updated CIP budget continues to reflect an increased emphasis on renewal and replacement costs and needs for the utilities and public works areas. This past fiscal year has seen some significant accomplishments including:

- Rehabilitation of three lift stations including LS 12, LS 14 and LS16
- Generator upgrades at the water and sewer plants (Very useful when electricity was lost following Hurricane Matthew)
- Completion of the pedestrian crossing and sidewalk across the FEC railroad at Calle Grande
- Improvements to the boat ramp and Sunrise Park
- Installation of new play equipment at Ross Point Park
- Completion of a new park at 7th Street and Center Avenue
- Work on the US 1 undergrounding program is partially complete

No major new projects have been added to the program this year. Primary work expected for the 2016-17 fiscal year is a continuation of the rehabilitation of the utility system, maintenance on streets and drainage and continuing upgrades to city parks and other facilities. The US 1 utility undergrounding project will continue through this year.

The School Board has issued its five-year capital improvements program and there are no significant projects planned that will affect the Holly Hill School. The Florida Department of Transportation is in the process of updating its road program, and the update is not yet finalized. However, the FDOT has announced that they are assuming responsibility for signal upgrades to four intersections on US 1 which will include the conversion from wire-span signals to mast arm designs. Construction is tentatively programmed for FY 2020-21. The TPO has announced that two sidewalk projects (Center Avenue from Flomich to LPGA, and 15th Street from Nova Road to Center Avenue) are under contract for feasibility study this fiscal year.

FISCAL ANALYSIS: The current year impacts of the updated CIP have already been factored into the annual budget as part of the normal budgeting process.

RECOMMENDATION:

The Board of Planning and Appeals recommends the City Commission adopt the amended CIP and incorporate the revised program into the City's comprehensive plan.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2986, RELATING TO COMPREHENSIVE PLANNING; ADOPTING THE COMPREHENSIVE PLAN AMENDMENTS TO THE CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW.

ATTACHMENTS:

- Five-Year Capital Improvements Plan 2016-17 to 2020-21 (PDF)

HISTORY:

01/10/17

Next: 01/24/17

City Commission

APPROVED AT 1ST READING

Ordinance No. (ID # 1527)

ORDINANCE 2986 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, VOLUSIA COUNTY, RELATING TO COMPREHENSIVE PLANNING; ADOPTING THE COMPREHENSIVE PLAN AMENDMENTS TO THE CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2986

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; ADOPTING THE COMPREHENSIVE PLAN AMENDMENTS TO THE CAPITAL IMPROVEMENTS ELEMENT IN ACCORDANCE WITH FLORIDA LAW; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is committed to planning and managing the future growth of the City; and

WHEREAS, the City of Holly Hill has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the laws of Florida require the City of Holly Hill to update the Capital Improvement Element (CIE) annually; and

WHEREAS, the existing Capital Improvements Element includes a 5-year schedule of projects that needs to be updated to reflect the City's current 5-year plan; and

WHEREAS, the Board of Planning and Appeals acting as the designated Local Planning Agency, has reviewed the proposed amendments to the Comprehensive Plan, held an advertised public meeting on December 5, 2016, and rendered its recommendation to the City

Commission of Holly Hill; and

WHEREAS, the Holly Hill City Commission hereby declares that the purpose and intent of the proposed amendments to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks and recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights.

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

SECTION 1. The City Commission hereby adopts the Comprehensive Plan amendments relating to the Capital Improvement Element (CIE) as shown in Exhibit “A”, attached and made a part hereof by this reference.

SECTION 2. All ordinances made in conflict with the Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by a Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. This Ordinance shall become effective immediately upon adoption.

APPROVED AND AUTHENTICATED ON SECOND READING dated this 24th day of JANUARY, 2017.

Project Name	Funding Source	FY 16-17				FY 17-18				FY 18-19				FY 19-20				FY 20-21				5 Year Estimated Cost			
Waste Water Treatment																									
Treatment Plant & Plant Equipment Improvements	UT-WWW	50,000				80,000				80,000				80,000				80,000						370,000	
SCADA System Upgrade	UT-WWW / UT-WA	300,000																						300,000	
Reclaim Water Storage and Distribution Upgrades	UT-WWW					200,000				1,000,000														1,200,000	
Effluent Pump Replacement	UT-WWW	27,000				27,000																		54,000	
Waste Water Treatment Subtotal		377,000				307,000				1,080,000				80,000				80,000					1,924,000		
Waste Water Collection																									
Lift Station Wetwell Lining - Lift Station #18	UT-WWW / CDBG	40,000																						40,000	
Lift Station Rehabilitation & Generator - Lift Station #1	UT-WWW	450,000																						450,000	
Lift Station Rehabilitation - Lift Station #7	UT-WWW	350,000																						350,000	
Lift Station Rehabilitation - Lift Station #20	UT-WWW					350,000																		350,000	
Lift Station Rehabilitation - Lift Station #10	UT-WWW / CDBG					350,000																		350,000	
Lift Station Rehabilitation - Lift Station #13	UT-WWW					350,000																		350,000	
Lift Station Replacement - Lift Station #9	UT-WWW / CDBG									350,000														350,000	
Lift Station Replacement - Lift Station #5	UT-WWW									350,000														350,000	
Lift Station Replacement - Lift Station #3	UT-WWW									350,000														350,000	
Lift Station Replacement & Generator - Lift Station #19	UT-WWW									350,000														350,000	
Lift Station Replacement & Generator - Lift Station #21	UT-WWW									350,000														350,000	
Sewer Smoke Testing	UT-WWW													400,000										400,000	
Sewer Lining	UT-WWW	25,000				25,000				25,000				350,000				25,000						125,000	
Machinery and Equipment	UT-WWW	200,000				800,000				1,000,000				1,000,000				1,000,000						4,000,000	
Waste Water Collection Subtotal		1,072,500				1,882,500				2,082,500				1,782,500				1,032,500					7,852,500		
Water Treatment																									
Well Maintenance and Equipment	UT-WA	50,000				50,000				50,000				50,000				50,000						250,000	
Treatment Plant & Plant Equipment Improvements	UT-WA	40,000				40,000				40,000				40,000				40,000						200,000	
SCADA System Upgrade	UT-WA / UT-WWW	300,000																						300,000	
Water Treatment Subtotal		390,000				90,000				90,000				90,000				90,000					750,000		
Water Distribution																									
Distribution Improvements	UT-WA	500,000				800,000				1,000,000				1,000,000				1,000,000						4,300,000	
Fire Hydrant Improvements	UT-WA	30,000				30,000				10,000				10,000				10,000						90,000	
Machinery and Equipment	UT-WA	7,500				7,500				7,500				7,500				7,500						30,000	
Water Distribution Subtotal		537,500				837,500				1,017,500				1,010,000				1,017,500					4,420,000		
Stormwater																									
Mitigation and Land Acquisition	SW	500,000																						500,000	
Drainage Improvements	SW	750,000				500,000				500,000				500,000				500,000						2,750,000	
Machinery and Equipment	SW	10,000				10,000				10,000				10,000				10,000						50,000	
Stormwater Subtotal		1,260,000				510,000				510,000				510,000				510,000					3,300,000		

Project Name	Funding Source	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	5 Year Estimated Cost
Streets							
Flomich Sidewalk Phase I	GF/FDOT			150,000			150,000
Flomich Street Sidewalk Phase II	GF/FDOT		2,000				2,000
Center Avenue Sidewalk Phase I	GF/FDOT	2,000					2,000
Center Avenue Street Sidewalk Phase II	GF/FDOT		2,000				2,000
15th Street Sidewalk	GF/FDOT	2,000					
US 1 Signal Replacement 6th, 8th, Walker, Flomich	FDOT					1,200,000	1,200,000
Roadway Resurfacing Program	Gas Tax/GF	300,000	300,000	300,000	300,000	300,000	1,500,000
FEC Track Crossing Upgrades	GF	90,000	90,000	90,000	90,000	90,000	450,000
Sidewalk Improvements	GF	100,000	100,000	100,000	100,000	100,000	500,000
Underground Electric	CRA/BOND	3,900,000					3,900,000
US-1 Landscaping	GRANT	1,000,000					1,000,000
Machinery and Equipment	GF	7,500	7,500	7,500	7,500	10,000	40,000
Street Subtotal		5,401,500	501,500	647,500	497,500	1,700,000	8,748,000
Facilities							
Roof Repair Hollyland Park/ Centennial Park	GF	90,000					90,000
Roof Repair - The Market	CRA	300,000					300,000
Sunrise Park Parking Lot Paving	GF	50,000					50,000
Pier/Boardwalk Repairs	GF	300,000	300,000	500,000			1,100,000
4th Street Neighborhood Park	GRANT		50,000				50,000
Flamingo Neighborhood Park	GRANT			50,000			50,000
Cherokee Neighborhood Park	GRANT					50,000	50,000
Reroof - Public Works Facilities Buildings	GF / UT-VWV	150,000					150,000
Reroof - City Hall	GF	300,000					300,000
Renovations to Club House	GF	100,000					100,000
New Playground Hollyland Park	GF / GRANT		100,000				100,000
Renovations to Sica Hall	GF		200,000				200,000
Replace Athletic Trail Equipment - Sunrise Park	GF / GRANT			75,000			75,000
City Hall Annex HVAC	GF	50,000					50,000
Ross Point Prefab Rest Room	GF	50,000					50,000
Machinery and Equipment	GF	6,000	6,000	6,000	6,000	6,000	30,000
Facilities Subtotal		1,396,000	656,000	631,000	6,000	56,000	2,745,000
Fleet							
Machinery and Equipment	GF	7,500	7,500	7,500	7,500	7,500	37,500
Replacement of Fleet Buildings	GF	70,000			140,000		210,000
Vehicle Replacement Program	ALL FUNDS	125,000	150,000	175,000	200,000	200,000	850,000
Fleet Subtotal		202,500	157,500	182,500	347,500	207,500	1,097,500
CIP Program Total		10,637,000	4,942,000	6,241,000	4,323,500	4,693,500	30,837,000



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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Thomas Harowski
SUBJECT: Special Exception for Day Care at 601 8th Street
NUMBER: (ID # 1542)
APPLICANT: Heather Johnson
PLANNER: Thomas Harowski

INTRODUCTION: The applicant is requesting approval for a child day care center at 601 8th Street.

BACKGROUND: The applicant current operates a child day care center in the 1400 block of Ridgewood Avenue, but desires to move the facility to another location. The applicant has been operating a child day care facility in the City since 2009 and is well versed in the State and County requirements for such a facility.

The subject property is zoned B-5 General Commercial and is located at the southwest corner of Center Avenue and 8th Street. The site was formerly occupied by a convenience store. The future land use designation for the subject property is General Commercial which is consistent with the zoning as applied. The B-5 Zoning District permits child day care centers as a special exception use subject to compliance with Section 144-667.

The property to the north is developed with a residential condominium and properties to the west and south are developed with residential units. On the east side of Center Avenue at this location is an auto repair facility at the northeast corner of the intersection with 8th Street and there is a neighborhood shopping center opposite the site on the east side of Center Avenue. The recently completed 7th Street Neighborhood Park is located just south of the subject property on the east side of Center Avenue.

DISCUSSION: The proposed development must meet the requirements of Section 114-667. The requirements are as follows:

- (1) No play equipment shall be located in any front or side yard, except on corner lots, in which play equipment may be located in a side yard.

The property is a corner lot. The play area will be located in a fenced yard south of the building. This location is a side yard.

- (2) The play area shall be enclosed by a fence at least five feet in height.

The location is currently fenced.

- (3) Off-street parking shall be provided at the rate of one space for each six children (licensed capacity).

The property has 10 parking spaces which would allow up to 60 children. Current plans call for about 40 children.

- (4) An occupant identification sign shall be permitted on the building facade. The sign shall not exceed six square feet and shall be attached and non-illuminated.

Signs will be installed in accordance with code.

- (5) The day care center shall be designed and constructed according to the standards adopted pursuant to F.S. § 402.30 et seq. And section 10C-10.20 et seq., Florida Administrative Code.

The applicant will provide the necessary licenses for this location. The business is currently licensed elsewhere in the City.

- (6) The center shall be appropriately licensed by the county health department and the state department of health and rehabilitative services.

The applicant will provide the necessary licenses for this location. The business is currently licensed elsewhere in the City.

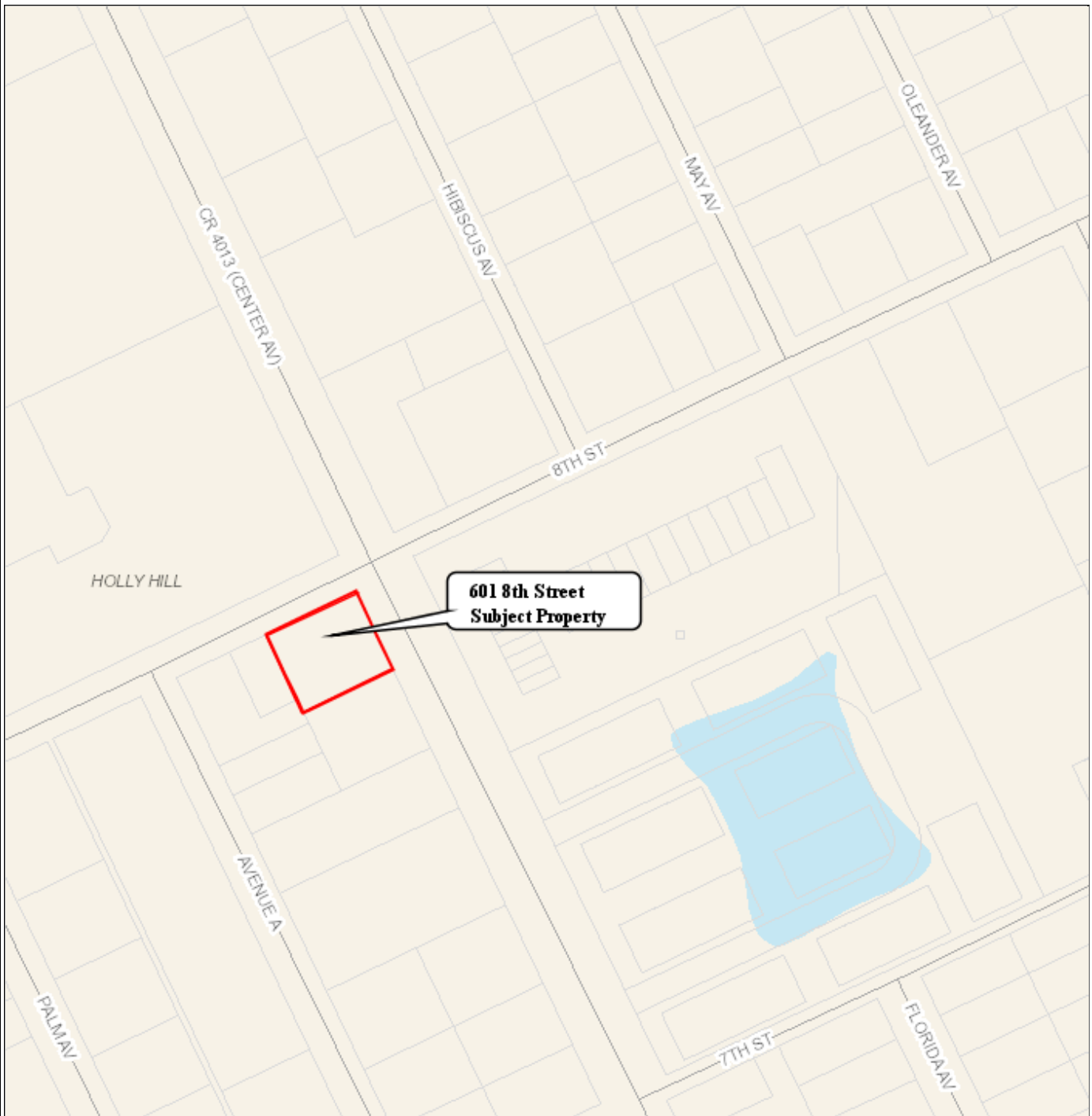
The proposed child day care center can meet the zoning requirements as set forth in this section. Some of the documentation, such as required licenses, requires City zoning approval before the final license may be issued. No business tax receipt will be issued until all required documents are received.

FISCAL ANALYSIS: There is no fiscal impact from this action.

RECOMMENDATION: Approve the requested special exception to allow a Child Day Care Center at 601 8th Street.

- SE-2017-01 Location Map (PDF)
- SE-2017-01 Application (PDF)

SE-2017-01 LOCATION MAP



Scale 1:2,000 - 1 in = 167 ft
Date Created:
20-Dec-16 11:11 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: SE-2017-01 Location Map (1542 : Special Exception for Day Care at 601 8Th Street)



GENERAL LAND DEVELOPMENT APPLICATION

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

Date Received: 12/20/16

Application ID: SE-2017-01

Received By: JAH

REQUESTED ACTION

- | | | | |
|--|---|--|--|
| ☐ Comp Plan Amend | ☐ Variance | ☐ Site Plan | ☐ PUD |
| ☐ Rezoning | ☒ Special Exception | ☐ Subdivision Major | ☐ Subdivision Minor |
| ☐ Waiver Request | ☐ Other: _____ | | |

Describe Request: _____

APPLICANT INFORMATION:

Name: Heather Johnson

E-Mail: nextgeneration@cfl.rr.com

Address: 783 Lakewood Dr

Phone: 386-451-8671

Holly Hill

Fax: 386-671-0980

☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Sharon Vescovi

E-Mail: _____

Address: 1190 Dal Maso Dr

Phone: 254-6938

Duyfhuizen

Fax: _____

PROPERTY INFORMATION:

Address: 601 8th St

General Location: _____

Current Zoning: B-5

Current Land Use: General Commercial

Parcel Size: _____ Tax Parcel #: _____

Legal Description Attached ☐ Yes ☐ No

Survey Attached

☐ Yes

☐ No

Pre-Application Meeting Date: 12.14.16
(Attach Pre-Application Form)

Application Fee: \$ 500

✓ Applicant's Signature: Heather Johnson
(Signature)

12/20/16
(Date)

Heather Johnson
(Print)

✓ Owner's Signature: Sharon Vesco
(Provide letter of Authorization) (Signature)

12/19/16
(Date)

SHARON VESCOVI
(Print)

Applications must be complete to initiate the preview process.

Any questions please contact our City Planner, Tom Harowski at (386) 248-9424, fax (386) 248-9498 or email him at tharowski@hollyhillfl.org



CITY OF HOLLY HILL SPECIAL EXCEPTION CHECKLIST AND REQUIREMENTS

SPECIAL EXCEPTION CHECKLIST

- ☐ Pre-Application Meeting Form completed and meeting held prior to completion of application
- ☒ Application Fee and Estimated Deposit
- ☒ Completed Special Exception Application
- ☒ One signed and sealed survey of the property (no more than 2 years old).
- ☒ Legal Description (Digital in MS Word)
- ☒ Notarized Authorization of Owner (if applicant is other than owner or attorney for owner).
- ☒ List of property owners within 300 feet
- ☐ A Description of the Special Exception and how it complies with the Special Exception Criteria of Chapter 114. Article III. Division 2.

PUBLIC NOTIFICATION (Sec. 82-347)

- a) The applicant shall provide written notice to property owners regarding his intention to seek a special exception and shall pay all costs of providing such notice as follows:
 - 1) An applicant seeking a special exception shall provide written notice to property owners, as identified in the current tax roll, within 300 feet of the property perimeter which is the subject of the special exception request.
 - 2) In addition to written notice provided in accordance with this section, city staff shall also post a notice on the subject property ten days prior to the board of planning and appeals meeting.
- b) A notice letter will be provided to the applicant by the City. The written notices shall be made at least ten days prior to the date of hearing before the board of planning and appeals. The written notice shall be sent by certified mail, return receipt requested.

ADMINISTRATIVE REVIEW (Section 82-343)

1. All requests for special exceptions shall be reviewed administratively by the development code administrator in conjunction with pertinent city staff. The development code administrator shall make a written determination that the request be approved, approved with conditions, or denied based upon the conditions described in section 82-346.
2. A determination by the development code administrator to deny a request for special exception shall become final unless the applicant appeals the determination to the city commission within 30 days of the date of such determination.
3. When the development code administrator determines that a special exception should be approved or approved with conditions, he shall schedule the matter for review and final determination by the city commission.

CITY COMMISSION PUBLIC HEARING

The City Commission schedules public hearings the second and fourth Tuesday of each month at 7:00 p.m. in the City Commission Chambers, 1065 Ridgewood Avenue, and Holly Hill, Florida 32117. At this public hearing, the City Commission votes to approve, deny, or continue the application.

WRITTEN PETITION FOR A SPECIAL EXCEPTION

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☒ YES ☐ NO Explain.

2. Is it inconsistent with any element of the comprehensive plan? ☐ YES ☒ NO Explain.

3. Will it adversely affect the public interest? ☐ YES ☒ NO Explain.

4. Does it meet the expressed requirements of the applicable special exception? ☒ YES ☐ NO Explain.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☒ YES ☐ NO Explain.

I have been in business here in Holly Hill since 2009 and I am in the process of switching over all necessary paperwork

6. Will it generate undue traffic congestion? ☐ YES ☒ NO Explain.

I am open from 7-5:30 M-F. There is 12 parking spaces. I never have 12 kids dropped off at one time

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☒ NO Explain.

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐ YES ☒ NO Explain.

I personally feel this will be a better business for the neighborhood. I am a small preschool and hope to serve my community with good quality child care

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐ YES ☒ NO Explain.

Heather Johnson

Print Applicant Name

Heather Johnson

Applicant Signature

Print Applicant Name

Applicant Signature

12/20/11

Date

Date



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

**City Commission
Agenda Item**

MEETING DATE: January 24, 2017
FROM: Kurt Swartzlander
SUBJECT: Budget Amendment(S) - Staff Report Only City Manager Level
Amendment(S)
NUMBER: (ID # 1567)
APPLICANT:
PLANNER:

DISCUSSION: City Manager level budget amendment(s). See attached documentation.

FISCAL ANALYSIS: Budget amendment(s) within the same department; no increase or decrease in revenues or expenditures, just a reallocation between line items. No change in total fund budget.

STAFF RECOMMENDATION: Report Only - Budget amendment report(s) attached

COMMISSION GOAL: N/A

MOTION: Report Only

- Budget Amendment Concrete Saw Purchase (PDF)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2016-2017

Requesting Department

Public Works

Date

1/17/2017

TAKE FUNDS FROM ACCOUNT NUMBER:

480-3010-533-5404

ACCOUNT DESCRIPTION:

Small Tools and Equipment

AMOUNT:

1,800.00

Total

1,800.00

ADD FUNDS TO ACCOUNT NUMBER:

480-3010-533-6400

Machinery and Equipment

1,800.00

Total

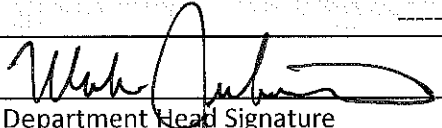
1,800.00

Purpose of Transfer: (include as much detail as possible)

Item costs more than \$1,000.00 and therefore should be a capitalized expenditure.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

Management Approvals


 Department Head Signature

 1/17/17
 Date

City Manager Signature

Date

For Finance Use Only

Step 1: Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date