

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 13, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD**3. PRESENTATION**

- 1. UBIC Academy RAMS Boys Basketball Team - State Champions 2018
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - February 27, 2018 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 4)

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

- 1. Interlocal Agreement Between the City of Holly Hill and Volusia County Tax Collector to Levy, Collect, and Enforce Its Non-Ad Valorem Assessments Utilizing the Uniform Method for the Levy, Collection, and Enforcement of Its Non-Ad Valorem Assessments, as Provided for in §§ 197.3632 and 197.3635, Florida Statutes.
(Requested by Joseph Forte, City Manager)
- 2. Interlocal Agreement Between the City of Holly Hill and Volusia County Property Appraiser to Levy, Collect, and Enforce Its Non-Ad Valorem Assessments Utilizing the Uniform Method for the Levy, Collection, and Enforcement of Its Non-Ad Valorem Assessments, as Provided for in §§ 197.3632 and 197.3635, Florida Statutes.
(Requested by Joseph Forte, City Manager)
- 3. FDLE/DEA Central Storage Letter of Agreement (MOU) 2018 - 2021
(Requested by Steve Aldrich, Police)
- 4. DBPD/HHPD - MOU for Sharing of License Plate Reader Data
(Requested by Steve Aldrich, Police)

7. REGULAR AGENDA

1. Resolution Resolution 2018-R-16 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with the Florida Department of Transportation (FDOT) for Traffic Signal Maintenance Compensation; and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
2. Resolution Resolution 2018-R-17 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Vehicle and Equipment Consignment Services with Manheim Remarketing, Inc; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by John McKinney, Finance)
3. Resolution Resolution 2018-R-18 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Banking Services with SunTrust Bank; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by John McKinney, Finance)

8. 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 Second Reading - Ordinance 2999 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-634 to Add Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution Uses as Uses Permitted by Special Exception in the Redevelopment District Overlay; Amending Section 114-635 to Remove Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution as Prohibited Uses; Creating Sections 114-708 and 114-709 to Add Special Exception Conditions; Amending Sections 114-444, 114-594 and 114-696 to Add Language; Amending Section 78-14 to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.
(Requested by Brian Walker, City Planner)

2. Ordinance Second Reading - Ordinance 3000 An Ordinance of the City of Holly Hill, Florida, Creating Chapter 30 (Miscellaneous Offenses), Article III (Foreclosure/Vacant Property Registry) of the City of Holly Hill Code of Ordinances; Providing for Purpose, Intent and Applicability of the Ordinance Requiring the Registration and Maintenance of Certain Real Property by Mortgagees and Vacant Property by Owners; Providing for Penalties and Enforcement, as Well As, the Regulation, Limitation and Reduction of Registrable Real Property Within Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; Providing for Repealer; Providing for Codification; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

3. Ordinance Second Reading - Ordinance 3001 An Ordinance of the City of Holly Hill, Florida, Amending Section 14-126 (Unified Construction Code Adopted) to Adopt the Current Versions of the Florida Building Code, Florida Fire Prevention Code and the Florida National Electric Code (NEC), Including Any Future Amendments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

4. Ordinance First Reading - Ordinance 3002 An Ordinance of the City of Holly Hill, Florida, Adopted Pursuant to Florida Statute Sections 101.161 and 166.031 Setting Forth Proposed Amendments to the City's Charter to be Submitted to the Voters of the City at a General Election on August 28, 2018; Providing for a Ballot Summary and Title for Each Proposed Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

5. Variance Request - 1064 Riverside Drive - South Front Yard

(Requested by Brian Walker, City Planner)

6. Variance Request - 1700 Ridge Avenue for Front Yard Setback

(Requested by Brian Walker, City Planner)

9. COMMUNICATIONS

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

10. 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 # 1945)**

Meeting: 03/13/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1945

UBIC Academy RAMS Boys Basketball Team - State Champions 2018

This proclamation is to recognize the United Brethren in Christ (UBIC) Academy RAMS Boys Basketball team winning State Championship 2018 on Friday, February 23, 2018.



PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
UNITED BRETHREN IN CHRIST
UBIC ACADEMY RAMS BOYS BASKETBALL TEAM ~ STATE CHAMPIONSHIP WINNERS
FRIDAY, FEBRUARY 23, 2018

WHEREAS, UBIC Academy RAMS Boys Basketball team lost only one game during the regular season against the team they ended up playing for the Championship game; and

WHEREAS, as a result of that loss, the RAMS Boys Basketball team came in 2nd Place in Districts heading into the playoff tournament; and

WHEREAS, the team was undefeated in the tournament winning every game they played and won the Championship game with a score of 56-52; and

WHEREAS, UBIC Academy RAMS Boys Basketball team came in first place at Districts and won the State Championship game, with a score of 56-52, on **Friday, February 23, 2018**. The team is led by Head Coach Ricky Weber and Jeff Hemphill, Assistant Coach; and

WHEREAS, the City of Holly Hill congratulates the following **UBIC Academy RAMS Boys Basketball** team:

CHRIS WILSON
JAMIL HARRIS
DEVIN SHARP
CESAR PIZZARO
TYLER WILSON
IAN FOX
ROY BELL
COLTAN HAGAN
AARON McKEOWN
JALEN SHERMAN
ADAM BRANNAN
IAN McKEOWN

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida, and on behalf of the City Commission, do hereby congratulate the UBIC Academy RAMS Boys Basketball team for their undefeated State Championship Game held on Friday, February 23, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of March, 2018.

City of Holly Hill, Florida



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

**City Commission
Agenda Item**

MEETING DATE: March 13, 2018
FROM: Valerie Manning
SUBJECT: Minutes - February 27, 2018 - Regular City Commission & CRA Meeting
NUMBER: (ID # 1941)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from February 27, 2018 regular City Commission and CRA meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - February 27, 2018 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 27, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

c. Pledge of Allegiance

2. PRESENTATION

<< This document is too large to display in this window. You must open this document in Word to see its contents. >>

1.

Proclamation - Honoring Mark Juliano Public Works Director for His Years of Service to the City of Holly Hill

(Requested by Valerie Manning, City Clerk)

Mayor Penny read the following Resolution into the record:

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING MARK JULIANO FOR HIS YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.

WHEREAS, Mark Juliano began his career with the City of South Daytona in May 1979 as a Public Works employee and was promoted to the Public Works Director in 1987; and

WHEREAS, Mark Juliano retired from South Daytona in September of 2009; and

WHEREAS, Mark Juliano was hired as the Deputy Public Works Director for the City of Holly Hill in July 2011; and

WHEREAS, Mark Juliano retired (the first time) from the City of Holly Hill in January 2015; and

WHEREAS, Mark just couldn't stand to be retired, so when the position of Public Works Director became available, Mark agreed to return to Holly Hill in July 2015; and

WHEREAS, Mark Juliano's pledge to working with staff at every level in the organization, helped to foster an environment of dedicated public servants; and

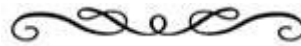
WHEREAS, Mark has been instrumental in bringing forth many successful projects in the City making Holly Hill a better place to live, work and play; and

WHEREAS, Mark is respected by the City of Holly Hill staff and its citizens for his belief that every person is important and has something to offer for the good of all and has proven to be a problem solver, dedicated worker, and a friend to many; and

WHEREAS, Mark has proven to be a dependable employee, dedicated worker, and a friend to many and has selflessly served the city of Holly Hill and its citizens with the highest level of integrity, professionalism, and commitment.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF MARK JULIANO FOR HIS YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 27th DAY OF FEBRUARY, 2018.



3. RECESS THE CC MTG & RECONVENE AS THE CRA

4. CRA AGENDA

1.

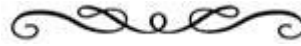
Resolution 2018-R-08 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #1 in the Amount of \$114,500 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 27th day of February, 2018, in Holly Hill



5. **ADJOURN AS THE CRA & RECONVENE THE CC MTG**

6. **PUBLIC COMMENTS**

The following individual spoke to the Mayor and City Commissioners: Tony Cassata, Bob Space Racers, Inc., 427 15th Street, Holly Hill.

7. **APPROVAL OF MINUTES**

1.

Minutes - February 13, 2018, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 27th day of February, 2018, in Holly Hill



8. **CONSENT AGENDA - ITEMS (1 - 2)**

Mayor Penny asked if any member of the Commission would like to pull any item from the Consent Agenda for further discussion or if any member from the audience wanted to discuss any item on the Consent Agenda. ***There was no one.***

1.

Disposal of Fixed Assets
(Requested by John McKinney, Finance)

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

Enacted and approved this 27th day of February, 2018, in Holly Hill



2.

Pitney Bowes Renewal Contract - DM225 Digital Mailing System
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 27th day of February, 2018, in Holly Hill



9. REGULAR AGENDA

1. Ordinance

First Reading - Ordinance 3000 An Ordinance of the City of Holly Hill, Florida, Creating Chapter 30 (Miscellaneous Offenses), Article III (Foreclosure/Vacant Property Registry) of the City of Holly Hill Code of Ordinances; Providing for Purpose, Intent and Applicability of the Ordinance Requiring the Registration and Maintenance of Certain Real Property by Mortgagees and Vacant Property by Owners; Providing for Penalties and Enforcement, as Well As, the Regulation, Limitation and Reduction of Registrable Real Property Within Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; Providing for Repealer; Providing for Codification; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/13/2018 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



2. Ordinance

First Reading - Ordinance 3001 An Ordinance of the City of Holly Hill, Florida, Amending Section 14-126 (Unified Construction Code Adopted) to Adopt the Current Versions of the Florida Building Code, Florida Fire Prevention Code and the Florida National Electric Code (NEC), Including Any Future Amendments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 3/13/2018 7:00 PM
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



3. Resolution

Resolution 2018-R-09 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #1 in the Amount of \$114,500 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 27th day of February, 2018, in Holly Hill



4. Resolution

Resolution 2018-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring the City Engineer an Exempt Position Under the Civil Service Act; and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 27th day of February, 2018, in Holly Hill



5. Resolution

Resolution 2018-R-11 A Resolution of the City of Holly Hill, Florida, Requesting and Supporting the County Council of Volusia County Placing a Ballot Question on the 2018 Election Ballot for a One-Half Cent Infrastructure Sales Tax to be Levied for Twenty Years; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation.

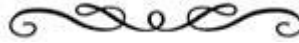
The following individual spoke to the Mayor and City Commissioners: Jim Legary, 342 Burleigh Avenue, Holly Hill, FL.

Mayor Penny closed public participation.

RESULT:	ADOPTED [4 TO 1]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Currie, Danio, Via, Penny
NAYS:	Byrnes

RESOLUTION

Enacted and approved this 27th day of February, 2018, in Holly Hill

6. Resolution

Resolution 2018-R-12 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2017-2018 Annual Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 27th day of February, 2018, in Holly Hill



7. Resolution

Resolution 2018-R-13 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Florida Statute Section 197.3632(3)(A) Authorizing and Electing to Utilize the Uniform Method of Collecting Non-Ad Valorem Assessments for the Collection of Code Enforcement Costs Incurred by the City for the Abatement or Remedying of Code Violations or the Removal of Nuisance Structures Which Are Not Reimbursed by the Property Owner Within the Entire City Limits of the City of Holly Hill Commencing with the 2017-2018 Fiscal Year and Each Fiscal Year Thereafter; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners: Russell Bennett, 1678 Ridgewood Avenue, Holly Hill.

Mayor Penny closed public participation.

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

RESOLUTION

Enacted and approved this 27th day of February, 2018, in Holly Hill



10. PUBLIC HEARINGS

1. Ordinance

First Reading - Ordinance 2999 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-634 to Add Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution Uses as Uses Permitted by Special Exception in the Redevelopment District Overlay; Amending Section 114-635 to Remove Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution as Prohibited Uses; Creating Sections 114-708 and 114-709 to Add Special Exception Conditions; Amending Sections 114-444, 114-594 and 114-696 to Add Language; Amending Section 78-14 to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

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

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners: Russell Bennett, 1678 Ridgewood Avenue, Holly Hill.

Mayor Penny closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/13/2018 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	

**11. COMMUNICATIONS****A. City Manager & Staff Comments**

a.

Planning Solutions Corp - On-Call Professional Planning Services Contract with Beth Lemke for Sunrise Park South Improvements - Access Channel and Boat Ramp Improvements

(Requested by Valerie Manning, City Clerk)

Mr. Forte informed the Mayor and Commissioners that this contract was for Planning Solutions Corp., for On-call Professional Planning Services with Beth Lemke for Sunrise Park South Improvements for the access channel and boat ramp improvements. Mr. Forte wished Mr. Julianio all the best in his retirement and thanked him for his friendship and mentioned that he is a good friend and co-worker and appreciates him.

**B. City Attorney Comments**

Attorney Simpson congratulated Mr. Julianio on his retirement and wished him the best and has enjoyed working with him.

C. City Commission Comments

Commissioners Byrnes, Currie, Danio and Via congratulated Mr. Julianio on his retirement and wished him all the best and have enjoyed working with him and appreciates his hard work for the city and the community.

Commissioner Byrnes thanked Mr. Cassata for coming to the meeting and speaking about the support they will be giving to the school; congratulated Daytona Fun Machines for receiving the Positivity Award.

Commissioner Currie congratulated Daytona Fun Machines.

Commissioner Danio congratulated Daytona Fun Machines.

Commissioner Via congratulated Daytona Fun Machines; Mr. Cassata and enjoyed the recent Ethics 4-Hour workshop last week for the elected officials.

D. Mayor's Comments

Mayor Penny congratulated the United Brethren in Christ (UBIC) Boys Basketball team for winning the State Championship and have invited them to the March 13th City Commission meeting to recognize all the members of the team; Paul Martell from the American Legion and every year they host a First Responders Appreciation dinner and this year it's April 18, 2018 at 6:00 PM and Mr. Martell asked if he would contact Chief Aldrich and Chief Bland and wants them to recommend who should receive the Outstanding First Responders Award from their departments and needs a head count and asked him to extend the invitation to all the elected officials and department heads. Mayor Penny asked that they coordinate that through the City Clerk and she will remind them and get in touch with Mr. Martell. Mayor Penny spoke briefly about the meeting he attended in Tallahassee last week, February 21-22 with the Volusia League of Cities Advocacy Team.

12. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.



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

**City Commission
Agenda Item**

MEETING DATE: March 13, 2018
FROM: Joseph Forte
SUBJECT: Interlocal Agreement Between the City of Holly Hill and Volusia County Tax Collector to Levy, Collect, and Enforce Its Non-Ad Valorem Assessments Utilizing the Uniform Method for the Levy, Collection, and Enforcement of Its Non-Ad Valorem Assessments, as Provided for in §§ 197.3632 and 197.3635, Florida Statutes.
NUMBER: (ID # 1953)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes. The County's revenue division of the County's finance department serves as the tax collector for Volusia County pursuant to § 601.1(1)(a) of the Volusia County Charter, which has abolished the constitutional office of the tax collector and transferred such authority to such department.

Pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the City of Holly Hill must enter into an agreement with the tax collector (*i.e.*, the County) to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method. Rule 12D-18.004(1)(c), Florida Administrative Code, requires the City of Holly Hill to enter into a separate agreement with the County for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004.

This agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the City of Holly Hill's use of the Uniform Method and the County's administrative duties pursuant thereto.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve the agreement and authorize the Mayor to execute the agreement.

COMMISSION**GOAL:**

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

MOTION: To approve the agreement and authorize the Mayor to execute the agreement.

- Tax Collector Interlocal - 2018 (DOCX)

**AGREEMENT WITH VOLUSIA COUNTY
FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM ASSESSMENTS**

This Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between the **City of Holly Hill**, a local government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida** ("County").

WHEREAS, the City of Holly Hill wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, the County's revenue division of the County's finance department serves as the tax collector for Volusia County pursuant to § 601.1(1)(a) of the Volusia County Charter, which has abolished the constitutional office of the tax collector and transferred such authority to such department; and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the City of Holly Hill must enter into an agreement with the tax collector (*i.e.*, the County) to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1)(b), Florida Administrative Code, further requires an agreement between the City of Holly Hill and the County for the merger of the non-ad valorem assessment roll or rolls with the ad valorem roll to produce one collection roll; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the City of Holly Hill to enter into a separate agreement with the County for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the City of Holly Hill's use of the Uniform Method and the County's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment(s) identified in the City of Holly Hill's duly adopted resolution(s) attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the City of Holly Hill may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, the County's property appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the County (as Tax Collector).

1. **Merger of Assessment Rolls.** Pursuant to § 197.3632(7), Florida Statutes, and Rule 12D-004(1)(b), Florida Administrative Code, the County shall work with the City of Holly Hill to include the City of Holly Hill's non-ad valorem assessment roll in the County's combined notice for ad valorem taxes and non-ad valorem assessments as provided in § 197.3635, Florida Statutes. Separate notices of non-ad valorem assessments shall not be mailed unless otherwise warranted as a solution to the most exigent factual circumstances. In deciding whether a separate mailing is necessary, the County shall consider all costs to the City of Holly Hill and taxpayers of such separate mailing and the adverse effects of delayed and multiple notices to taxpayers. If, for whatever reason, the City of Holly Hill's non-ad valorem assessment roll cannot be merged with the County's ad valorem tax roll in the County's combined notice for taxes and assessments, the City of Holly Hill shall bear all costs associated with the provision of separate notice. Such costs are not factored into the per unit assessment rate identified in Article IV of this Agreement, and, if the County incurs any such costs on the City of Holly Hill's behalf, the County shall separately invoice the City of Holly Hill for reimbursement thereof.

2. **Software / Data Storage.** The County maintains software, which it will use to edit and store the non-ad valorem assessment roll received from the City of Holly Hill .

The County will maintain the City of Holly Hill's non-ad valorem assessment roll and related programs in the same manner as other Volusia County tax data.

3. **Cooperation.** In addition to the foregoing, the County will make reasonable efforts to assist and accommodate the City of Holly Hill's collection of non-ad valorem assessments, cooperate with the City of Holly Hill and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the County's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the City of Holly Hill .

1. **Non-Ad Valorem Assessment.** The City of Holly Hill warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the City of Holly Hill on the properties subject thereto. The City of Holly Hill further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the City of Holly Hill shall pay to the County the necessary administrative costs of collection incurred by the County in the administration of the Assessment(s) pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **Assessment Rate.** By September 15th of each tax year, the City of Holly Hill shall, whether by and through its chair of its local governing board or other designee or agent, certify its non-ad valorem assessment roll on compatible electronic medium, to the County's revenue division. The County shall not be liable for any delays or failure to implement the Uniform Method with regard to the Assessment(s) if the City of Holly Hill fails to timely submit its assessment roll or otherwise submits an incompatible or incomplete assessment roll.

4. **Changes, Modifications, and Corrections.** The City of Holly Hill shall designate and authorize a person or entity other than the County's revenue division who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the County an appropriate certificate of correction.

5. **Coordination.** The City of Holly Hill shall cooperate with the County to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The County's charge to the City of Holly Hill for the units assessed pursuant to the Assessment for the _____ tax year and for each year thereafter shall be fifty-five cents (55¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the County's revenue division as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the County's revenue division of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the County on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the County, after review of its operations and other relevant data, determines the charge should be either increased or decreased, it shall send written notice to the City of Holly Hill of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjusted charge shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the City of Holly Hill believes the adjusted charge does not reflect the actual cost of the administrative services provided by the County's revenue division pursuant to this Agreement or otherwise violates § 197.3632(8)(c), Florida Statutes, the City of Holly Hill may, within 10 (ten) days of its receipt of such notice, send a notice to the County's revenue division objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the City of Holly Hill objects and a request for a meeting with the County's chief financial officer to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the City of Holly Hill's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The County's chief financial officer shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the City of Holly Hill and the County. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The City of Holly Hill agrees that the payment due pursuant to this Agreement may be withheld by the County from the revenue collected from the Assessment, regardless of whether payment has actually been collected on each parcel subject to the assessment. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse, the County may invoice the City of Holly Hill for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The City of Holly Hill agrees to indemnify, defend, and hold harmless the County from and against any claims, sanctions, costs, or damages imposed against or incurred by the County, including, but not limited to, attorney's fees

or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the City of Holly Hill in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to the County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO CITY OF HOLLY HILL :

WITH COPY TO:

City of Holly Hill Attorney

IF TO COUNTY:

Volusia County Revenue Division
123 West Indiana Avenue
Room 103
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of Section 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By: _____

Chair/Mayor

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

By: _____
James T. Dinneen
County Manager



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

**City Commission
Agenda Item**

MEETING DATE: March 13, 2018
FROM: Joseph Forte
SUBJECT: Interlocal Agreement Between the City of Holly Hill and Volusia County Property Appraiser to Levy, Collect, and Enforce Its Non-Ad Valorem Assessments Utilizing the Uniform Method for the Levy, Collection, and Enforcement of Its Non-Ad Valorem Assessments, as Provided for in §§ 197.3632 and 197.3635, Florida Statutes.
NUMBER: (ID # 1952)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes. The City of Holly Hill must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method.

The City of Holly Hill further opts to designate the Property Appraiser as the City of Holly Hill's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the County revenue division.

This agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the City of Holly Hill's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

FISCAL ANALYSIS:

N/A

STAFF

RECOMMENDATION:

Approve the agreement and authorize the Mayor to execute the agreement.

COMMISSION

GOAL:

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

MOTION:

To approve the agreement and authorize the Mayor to execute the agreement.

- Property Appraiser Interlocal (DOC)

**AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between the **City of Holly Hill**, a City of Holly Hill as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida, by and through the Volusia County Property Appraiser** ("Property Appraiser").

WHEREAS, the City of Holly Hill wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the City of Holly Hill must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the City of Holly Hill and the Property Appraiser governing data assembly and the exchange of information between the City of Holly Hill and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the City of Holly Hill to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the City of Holly Hill wants to enter into an agreement with the Property Appraiser for the preparation of the City of Holly Hill's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHEREAS, pursuant to § 197.3632(5)(a), Florida Statutes, the City of Holly Hill further opts to designate the Property Appraiser as the City of Holly Hill's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the county revenue division; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the City of Holly Hill's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the City of Holly Hill's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year, or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the City of Holly Hill may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the City of Holly Hill by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the City of Holly Hill to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the City of Holly Hill hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the City of Holly Hill's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii)

certifying and submitting, in the name of the city, the non-ad valorem assessment roll to the county revenue division (a part of the department which has assumed the functions and duties of the tax collector pursuant to § 601.1(1)(a) of the Volusia County Charter) by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The Property Appraiser agrees to serve as the City of Holly Hill's designee for such limited purposes and shall provide such services on behalf of the City of Holly Hill during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the City of Holly Hill's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the City of Holly Hill's timely submittal to the Property Appraiser of the City of Holly Hill's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the City of Holly Hill remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which the Property Appraiser will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and his/her general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the City of Holly Hill's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the City of Holly Hill's creation of a non-ad valorem assessment roll, cooperate with the City of Holly Hill and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the City of Holly Hill .

1. **Non-Ad Valorem Assessment.** The City of Holly Hill warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the City of Holly Hill on the properties subject thereto. The City of Holly Hill further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the City of Holly Hill shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the

Property Appraiser in the administration of the Assessment(s) pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The City of Holly Hill shall cooperate with the County in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the City of Holly Hill's proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the City of Holly Hill shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the City of Holly Hill's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the City of Holly Hill (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

5. **Changes, Modifications, and Corrections.** The City of Holly Hill shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

6. **Additional Information.** If the City of Holly Hill determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the City of Holly Hill's purposes, the City of Holly Hill shall obtain further information from other sources.

7. **Coordination.** The City of Holly Hill shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. **Payment of Administrative Costs.**

1. **Per Unit Charge.** The Property Appraiser's charge to the City of Holly Hill for the units assessed pursuant to the Assessment for the 2018 tax year and for each year thereafter, unless otherwise adjusted, shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of

administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the City of Holly Hill of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the City of Holly Hill believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the City of Holly Hill may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the City of Holly Hill is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the City of Holly Hill's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the City of Holly Hill and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The City of Holly Hill agrees that the payment due pursuant to this Agreement may be withheld by the Volusia County Finance Department from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the City of Holly Hill for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The City of Holly Hill agrees to indemnify, defend, and hold harmless Volusia County and its Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by Volusia County or its Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the City of Holly Hill in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to Volusia County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO CITY OF HOLLY HILL :

WITH COPY TO:

City of Holly Hill Attorney

IF TO COUNTY:

Volusia County Property Appraiser
123 West Indiana Avenue
Room 102
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of the Florida Statutes and any duly promulgated Department of Revenue rules pertaining to the Uniform Method, including, but not limited to § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights,

benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By: _____

Mayor

ATTEST:

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

By: _____
Larry Bartlett
Property Appraiser
Volusia County, Florida



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

**City Commission
Agenda Item**

MEETING DATE: March 13, 2018
FROM: Steve Aldrich
SUBJECT: FDLE/DEA Central Storage Letter of Agreement (MOU) 2018 -
2021
NUMBER: (ID # 1938)
APPLICANT:
PLANNER:

DISCUSSION:

This Memorandum of Understanding (MOU) allows the Holly Hill Police Department to utilize centrally located Hazardous Waste collection points to dispose of properly collected and identified hazardous chemicals that are used in the illicit manufacturing of Methamphetamine drugs. Our past participation in this program has saved the city thousands of dollars during the clean-up and removal process when dealing with hazardous chemicals generated from illicit methamphetamine laboratories. We currently have two active members of our department assigned on the countywide “Meth Clean-up Team”.

FISCAL ANALYSIS:

There is no budgetary cost to the participation in the Memorandum of Understanding and Letter of Agreement for participation in the Methamphetamine Clandestine Drug Laboratory Hazardous Waste Central Storage Container Program.

STAFF RECOMMENDATION:

Authorize the City Manager/designee to enter into an agreement to continue our participation in the above listed MOU.

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:

Approve the authorization to allow the City Manager/designee to enter into MOU with the FDLE/DEA for the Participation in the Methamphetamine Clandestine Drug Laboratory Central Storage Container Program.

- Authorized Central Storage Program MOU (PDF)

**MEMORANDUM OF UNDERSTANDING
FOR PARTICIPATION IN
THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY
HAZARDOUS WASTE
AUTHORIZED CENTRAL STORAGE (ACS) CONTAINER PROGRAM**

I. PREFACE

A. Background

In February of 2018, the Florida Department of Law Enforcement (FDLE) renewed the Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA). The LOA provided, as a condition of FDLE's participation in the DEA Central Storage Program, that FDLE may "enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

B. Purpose

The purpose of this MOU is to establish the terms and conditions under which the Florida Department of Law Enforcement and the undersigned, as a participating local law enforcement agency, will agree to jointly assume with FDLE, the obligations set forth herein in order to participate in the DEA Central Storage Program (hereinafter "Program").

II. TERM OF MOU

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until April 21, 2021.

III. RESPONSIBILITIES

A. The undersigned agency agrees that law enforcement officers employed and assigned by the undersigned agency, acting jointly with FDLE in the Program, will:

1. Perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq.;
2. Assure that law enforcement officers employed by the undersigned agency and assigned to the Program have received 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste;
3. Seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);
4. Transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;
5. Store, maintain, and secure only clandestine laboratory-related hazardous waste in approved collection stations;
6. Inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the

hazardous waste was generated (inventories must include date, time, and location of seizure);

7. Designate properly trained and equipped law enforcement officers to serve as collection station Operators for the purpose of accepting or declining hazardous waste delivered to collection stations;
8. If providing law enforcement officers to serve as collection station Operators, only accept clandestine drug laboratory-related waste when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the required training;
9. Immediately report to the appropriate state or federal agency for appropriate action, instances in which clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements;
10. Complete an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS);
11. Send for pick-up and disposal services by DEA-designated hazardous waste contractors, by contacting the respective DEA POC and indicating which of the containers contain waste;
12. Immediately notify a FDLE POC or personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA;
13. Carry out the tasks set out in paragraphs 1-12 above in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;
14. Assign personnel to the tasks set out in 1-12 above who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in paragraph 2 above, solely at the responsibility of their personnel to the extent possible;
15. Carry out the tasks set out in paragraphs 1-12 above in compliance, where applicable, with requirements and storage quantity and time limits for a hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5;
16. Carry out the tasks set out in paragraphs 1-12 above in a way that protects human health and the environment and prevents a public nuisance;
17. Permit DEA, upon reasonable notice, to inspect container storage locations and have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by the LOA; and
18. Maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of the LOA, whichever is sooner.

B. FDLE agrees to perform the following actions:

1. Assume the responsibility of coordinating the administration of the Program in Florida with DEA;

2. Assume the responsibility of coordinating the participation of Florida local law enforcement agencies in the Program;
3. Facilitate delivery of the approved OSHA training and RCRA/DOT function-specific training related to packaging, labeling, transporting and storing hazardous waste;
4. Ensure compliance with the terms of the LOA with DEA;
5. Assist with coordinating response and assistance by DEA-designated hazardous waste contractors in instances in which hazardous waste is discovered at a clandestine laboratory site in excess of the CESQG exemption; and
6. Request pick-up and disposal services, when needed, with DEA-designated hazardous waste contractors.

VI. GENERAL PROVISIONS

A. Amendments:

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and shall be effective when executed and signed by all parties to this MOU.

B. Costs and Liability-Related Issues

1. To the extent the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 may not be applicable, each party to this MOU agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Program activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees.
2. Each party to this MOU agrees to furnish necessary personnel, property (including personal protective equipment), police equipment, vehicles, and resources in order to effect the purposes of the MOU, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided and must pay any expense incurred in the operation and maintenance of that equipment.
3. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to potential liability.

C. Sovereign Immunity

This MOU shall not be construed as a waiver of sovereign immunity by the undersigned agency, the Florida Department of Law Enforcement, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Entirety of Agreement

This MOU, consisting of four (4) pages plus attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Authorized (ACS) Central Storage Container Program

For the Florida Department of Law Enforcement (FDLE):



Richard L. Swearingen, Commissioner
Executive Director, Florida Department of Law Enforcement

SD
2/20/18

2/21/18
Date

Party's Acceptance of Memorandum of Understanding
for Participation in the Methamphetamine Clandestine Drug Laboratory
Hazardous Waste Authorized (ACS) Central Storage Container Program

(Agency)

(Signature)

(Printed Name)

(Title)

(Date)

Attachment: Authorized Central Storage Program MOU (1938 : FDLE/DEA Central Storage Letter of Agreement (MOU) 2018-2021)



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

**City Commission
Agenda Item**

MEETING DATE: March 13, 2018
FROM: Steve Aldrich
SUBJECT: DBPD/HHPD - MOU for Sharing of License Plate Reader Data
NUMBER: (ID # 1937)
APPLICANT:
PLANNER:

DISCUSSION:

The Daytona Beach Police Department (DBPD) currently provides the Holly Hill Police Department (HHPD) with information from their Automated License Plate Readers that are strategically positioned in locations around Daytona Beach and throughout various points in the County of Volusia.

This Memorandum of Understanding (MOU) is to formally recognize this sharing of Criminal Justice Information between HHPD and DBPD. The information from the LPRs is used in a wide range of criminal cases ranging from active cases to historic cases where the suspect vehicle has fled that area after the commission of a criminal act.

FISCAL

ANALYSIS:

There is no cost associated with the Memorandum of Understanding with DBPD for the usage and exchange of automated License Plate Reader data.

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Understanding with DBPD for the usage and exchange of automated License Plate Reader data.

COMMISSION

GOAL:

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

MOTION:

Motion to approve the Holly Hill Police Department's entry into a Memorandum of Understanding with DBPD for the usage and exchange of automated License Plate Reader data and to authorize the Police Chief to execute the Agreement.

- MOU for ALPR data - DBPD-HHPD (PDF)

**AUTOMATIC LICENSE PLATE RECOGNITION
MEMORANDUM OF UNDERSTANDING
SHARING OF LICENSE PLATE READER DATA**

This Memorandum of Understanding (hereinafter "MOU"), effective the last date signed below, is made by and between the City of Daytona Beach Police Department (hereinafter "DBPD") and the Holly Hill Police Department (hereinafter "HHPD"), referred to collectively as "the agencies."

The Agencies shall designate primary and secondary points of contact to receive and send information and updates regarding the license plate reader data sharing program described within this MOU.

WHEREAS DBPD and HHPD are both Criminal Justice Agencies (CJA), formally recognized by the Federal Bureau of Investigation (FBI) and Florida Department of Law Enforcement (FDLE), and;

WHEREAS both DBPD and HHPD are headquartered within the boundaries of the State of Florida, and;

WHEREAS DBPD presently has the benefit of a Vehicle Intelligence Server and Communications Engine (VISCE) operated and maintained by DBPD, which provides for assimilating Automatic License Plate Reader (ALPR) data from its own systems as well as ALPR systems owned and operated by various Volusia County CJA, including ALPR systems owned and operated by the HHPD, and;

WHEREAS VISCE also provides an interface for authorized viewing, research, and reporting of ALPR information, and;

WHEREAS The HHPD wishes to utilize the DBPD VISCE system and interface to contribute ALPR data from the HHPD's own ALPR systems and for accessing ALPR data generated by DBPD, various Volusia County CJA, and the HHPD for law enforcement purposes, and;

WHEREAS DBPD is willing to make VISCE available to the HHPD in a manner consistent with FDLE Criminal and Juvenile Justice Information Systems Council Guidelines for use of ALPR;

NOW THEREFORE, The parties agree as follows,

1. General

- a. Automatic License Plate Recognition (ALPR) systems combine high speed cameras, infrared illumination, and computerized processing to recognize and transform license plate characters and vehicle images into an indexed database of text and photographs. The indexed database is compared to lists of vehicle license plates associated with crimes or criminals. The system can, upon a positive comparison of a listed vehicle license plate, generate an alert and send it

to designated law enforcement personnel. ALPR data does not include personally identifiable information (PII) of individuals associated with the license plate.

- b. The purpose of this MOU is to support the missions of the agencies, and to outline protocols for the effective and secure use of ALPR data.
- c. ALPR data is generated by DBPD, the HHPD, and various other agencies within Volusia County, and is transmitted to and stored by DBPD using a system located within a DBPD data center and is made available by DBPD to participating agencies for authorized viewing, research, and reporting.

2. Data Sharing

- a. Agencies transmit ALPR data, generated by each agencies' systems, to the DBPD data center. The DBPD, upon execution of this MOU, and within a technically feasible time period, will make ALPR data available in an acceptable format.
- b. Once the data format and transfer process have been established, the data, excluding periods of service outages caused by elements beyond the control of DBPD, will be provided continuously and uninterrupted until this MOU is rescinded by one or more of the agencies.
- c. ALPR data is to be used only for the purpose of conducting law enforcement investigations. Typical investigative uses include, but are not limited to, searching for stolen or wanted vehicles, stolen license plates, missing persons, and for gathering information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

3. Criminal and Juvenile Justice Information Systems Council Guidelines for use of ALPR

- a. This section summarizes FDLE Criminal and Juvenile Justice Information Systems (CJJIS) Council Guidelines for use of ALPR. The entire document can be accessed at <https://www.fdle.state.fl.us/cms/CJJIS/Documents/CJJIS-Council-ALPR-Guidelines.aspx>. Agencies entering into this MOU are required to adhere to these guidelines. Deviation from these guidelines may be considered a violation of this MOU and may constitute grounds for terminating the MOU.
- b. The purpose of these Guidelines is to provide direction to law enforcement agencies in Florida regarding the use of ALPRs and ALPR data. These Guidelines are intended to ensure that ALPRs and ALPR-generated data are used only in a manner that is lawful and serves the public interest and fulfill criminal investigative and intelligence needs.
- c. These Guidelines are encouraged for all Florida law enforcement agencies operating under the authority of the laws of the state of Florida that own or operate one or more ALPRs, collect and maintain ALPR data, or receive or are

provided access to ALPR data collected by another agency. However, all law enforcement agencies must comply with Florida Statutes governing the use of ALPR data.

- d. These Guidelines should be interpreted and applied to achieve the following objectives:
 1. The ALPR reads stored in the internal memory of an ALPR consists only of information as a result of the license plate capture, such as the image of the license plate, the optical character recognition rendition of the license plate number, the date/time and location of the capture.
 2. Agencies should establish protocols for handling alerts to hot list hits and that officers respond in accordance with their agency's policies.
 3. Searching of stored ALPR data shall be conducted only by authorized persons in furtherance of an active investigation with the safeguarding of individuals' privacy being of paramount concern.
 4. ALPR data is stored and purged in a defined and secure manner so as to mitigate any potential misuse and improper disclosure of such data.
 5. Florida law enforcement agencies that use or possess an ALPR should implement and enforce a policy that regulates the operation and use of ALPRs and the use, storage, access, and retention of ALPR data. The policy should be consistent with these Guidelines. Specifically, the chief executive will designate appropriate agency personnel to be responsible for administering and overseeing the agency's ALPR program. A designee should be required to ensure that civilian and sworn personnel authorized to use an ALPR or access its data receive proper training in conformity with agency policy, state law, and these Guidelines.
 6. An ALPR may be used only to scan vehicle license plates affixed to public view (i.e., plates of vehicles traveling or parked on any street or highway or other public property, or visible from a place or location at which a law enforcement officer is lawfully present.)
 7. ALPR system use shall be authorized by the chief executive of the agency or his/her designee.
 8. Authorization may be given for repeated or continuous deployment of an ALPR (e.g., mounting the device on a particular law enforcement vehicle, or positioning the ALPR at a specific stationary location), in which case the authorization shall remain in force and effect unless and until rescinded or modified by the chief executive or his/her designee.
 9. Criminal Justice Agency personnel may access or use ALPR stored data only if the person has been designated as an authorized user by the chief executive of the agency or designee, and has been trained by the agency on the proper use of ALPR data.
 10. ALPR data may be disclosed by or to a criminal justice agency in the performance of the criminal justice agency's official duties. Any such information relating to a license plate registered to an individual may be

- disclosed to the individual, unless such information constitutes active criminal intelligence information or active criminal investigative information.
11. The procedures and systems agreed upon by the agencies to process, store, or transmit data provided under this MOU shall ensure that all ALPR data must be safeguarded in accordance with Florida Statute 316.0777.
 12. The hardware and software licenses associated with the ALPR system is the property of the agency, regardless of whether it has been purchased, leased, or acquired as a service, and that all deployments of an ALPR system are for official use only. All data captured, stored, generated, or otherwise produced by an ALPR system are the property of the collecting agency, regardless where the data are housed or stored.
 13. Agencies shall require regular maintenance, support, upgrades, calibration, and refreshes of an ALPR system to ensure that it functions properly.
 14. Agencies shall require training or other documented proficiency of all personnel who will be managing, maintaining, and/or using an ALPR system. Training should cover privacy protections on the use of the technology, and the impact and sanctions for potential violations.
 15. Agencies should require recordkeeping practices that document all deployments of the ALPR system, including who authorized the deployment; how, when, and where the ALPR system was deployed; results of deployments; and any exceptions. Recordkeeping will support efforts to properly manage ALPR system implementation, ensure compliance with agency policies, enable transparency of operations, enable appropriate auditing review, and help document business benefits realization.
 16. ALPR data captured and stored may be shared with other Criminal Justice Agencies for the purposes of conducting ongoing or continuing criminal investigations and for the purposes of active criminal intelligence operations. Agencies shall record the dissemination of ALPR data and notify the recipient of the applicable Florida statutes regarding the privacy restrictions and retention schedules for ALPR data. The sharing of ALPR data shall be authorized by the chief executive of the agency or his/her designee and may be part of a standing order.
 17. ALPR systems that do not perform secondary capture of PII or CJI do not need to conform to the FBI CJIS Security Policy (CSP). If an ALPR system performs secondary queries of state and national systems that access PII or CJI, then it shall conform to the FBI CSP. ALPR systems will need to provide user level access based on the role of the person accessing the system (i.e. criminal investigation or criminal intelligence) to ensure the integrity of the systems and confidentiality of the data.
 18. The ALPR system shall be sufficiently designed to minimize the compromise, unauthorized access or use, destruction, modification, or unintended or inappropriate disclosure of data.
 19. ALPR data shall be retained in accordance with Florida Statute 316.0778. ALPR data that are part of an ongoing or continuing investigation and information that is gathered and retained without specific suspicion may

be retained for no longer than 3 anniversary years. Access to ALPR data for criminal investigation or intelligence purposes is limited to authorized Criminal Justice Agency personnel for no longer than 3 anniversary years and requires an agency case number or case name and logging of access. Data captured, stored, generated, or otherwise produced shall be accessible in the ALPR system for 30 days for tactical use.

20. Agencies shall establish procedures for enforcement if users are suspected of being or have been found to be in noncompliance with the Agency's ALPR policy.

4. Indemnification

The agencies participating in this MOU agree to defend, indemnify, and hold each other in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying agency, and/or its officers, employees or agents.

5. Entire Agreement

This document states the entire agreement between the agencies with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this MOU on behalf of an agency represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

8. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

9. Waiver

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

10. Modification and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The agencies further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the agencies are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

11. Term of this MOU

This MOU shall be in effect for the agencies for the period commencing from the effective date established. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the other party(s).

The agencies do hereby agree to be bound by the terms of this MOU.

City of Daytona Beach Police Department

Holly Hill Police Department

Signature

Signature

Printed Name

Printed Name

Date

Date



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

**City Commission
Resolution**

MEETING DATE: March 13, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-16 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with the Florida Department of Transportation (FDOT) for Traffic Signal Maintenance Compensation; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1944)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill currently has an agreement with the Florida Department of Transportation (FDOT) whereby the City is reimbursed for Maintenance that is completed to any traffic signals that control State roads. A new agreement is issued annually; reimbursement to be provided in the new agreement is \$36,976.00 for Fiscal Year 17/18 and is \$38,016.00 for Fiscal Year 18/19.

This is an increase over prior years' compensation because FDOT has updated the Compensation Agreement to clarify language related to maintenance responsibility and compensation for additional items related to traffic control, including mast arms, pedestrian beacons, etc.

FISCAL ANALYSIS:

This agreement will increase the funding for the signal maintenance by \$2,180.00 for FY 17/18 and by \$1,040 from FY 17/18 to FY 18/19. This increase is due to change in the way FDOT determines the maintenance costs.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with the Florida Department of Transportation for traffic signal maintenance compensation.

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 2018-R-16, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION.

ATTACHMENTS:

- Holly Hill - Exhibit A - FY 18 (PDF)
- Holly Hill - Exhibit A - FY 19 (PDF)
- Copy of .D5 Annual Report FY 2018 (XLSX)
- Holly Hill TWO 17-18 (21) (PDF)

Resolution No. (ID # 1944)**RESOLUTION 2018-R-16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-16**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR TRAFFIC SIGNAL MAINTENANCE COMPENSATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill and Florida Department of Transportation currently have an agreement for traffic signal maintenance compensation; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill to execute a new agreement for Fiscal Year 2017/2018 (July 1, 2017 - June 30, 2018) and Fiscal Year 2018/2019 (July 1, 2018 - June 30, 2019).

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

SECTION 1. That City Manager of the City of Holly Hill is authorized to execute the Traffic Signal Maintenance Compensation Agreement for Fiscal Year 2017/2018 (July 1, 2017 - June 30, 2018) and for Fiscal Year 2018/2019 (July 1, 2018 - June 30, 2019).

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 13th day of MARCH, 2018.

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 17/18

Effective Date: July 1, 2017 To: June 30, 2018

Maintaining Agency: City of Holly Hill

Section	MP	SR No.	Intersection	Agency	Conf.	fy 17/18
79030	1.192	5	SR 430 (Mason Ave.)	Holly Hill	IMTS	\$4,622.00
79030	1.390	5	2nd St.	Holly Hill	IMTS	\$4,622.00
79030	1.567	5	3rd St.	Holly Hill	IMTS	\$4,622.00
79030	1.916	5	6th St.	Holly Hill	IMTS	\$4,622.00
79030	2.167	5	8th St.	Holly Hill	IMTS	\$4,622.00
79030	2.916	5	Walker St.	Holly Hill	IMTS	\$4,622.00
79030	3.849	5	Calle Grande St.	Holly Hill	IMTS	\$4,622.00
79190	11.425	5A	15th St.	Holly Hill	IMTS	\$4,622.00

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

Total Lump Sum*: \$36,976.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$36,976.00

Maintaining Agency

Date

District Traffic Operations Engineer

12/29/2017

Date

Annual Report -Table Attachment to the Traffic Signal Maintenance and Compensation Agreement (TSMCA)

Note: The TSMCA should be compiled with in its entirety. This Table serves as a reference to the Annual Report.

Agency:	
Date form completed:	
1. The responsibilities, as noted in Paragraph 5, were fulfilled.	
2. The preventative maintenance responsibilities for mast arms, as noted in Paragraph 7, were fulfilled.	
3. Per Paragraph 10, were the Department's written approvals obtained prior to signal phasing modifications?	
4. Per Paragraph 10, were the signal timing changes done under the direction of a qualified Professional Engineer?	
5. What is the last year of full record keeping of all signal related data (including signal timings)?	
6. Per Paragraph 11, is a log of signal timing and phasing changes maintained and documented?	
7. Per Paragraph 31a, were any repairs to side-street and/or main street left turn detections made?	
8. Per Paragraph 31a, were any repairs to pedestrian detection issues made?	
9. Systemwide, were 90% of the critical detectors operating properly through out the year (with permanent detection)?	
10. Per Paragraph 31b, did 50% of the signal locations receive at least one preventative maintenance inspection during the year?	
11. Per Paragraph 31b, did 50% of the signal locations receive at least one Conflict Monitor test during the year?	



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

MIKE DEW
SECRETARY

February 14, 2018

Mr. Joe Forte
City Manager
CITY OF HOLLY HILL
1065 Ridgewood Avenue
Holly Hill, Florida 32117

RE: TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
CONTRACT NO.: ARY79, TASK WORK ORDER 17-18
AUTHORIZED AMOUNT: \$36,976

Dear Mr. Forte:

The Traffic Signal Maintenance and Compensation Agreement executed by your agency and the Florida Department of Transportation allows the Department to reimburse local governments for a portion of the cost to maintain and operate signalization equipment on the state highway system. The purpose of this letter is twofold.

First, your agency may now submit an invoice for the current Fiscal Year (FY) 2017-2018 (July 1, 2017 to June 30, 2018). When you submit your invoice, please include the following information, as well as the annual report (attached) that is required per the agreement:

Maintaining Agency:	CITY OF HOLLY HILL
TWO:	17-18
Contract No.:	ARY79
Invoice No.:	_____
Invoice Amount:	\$36,976
Financial Project No.:	413019-98807
FEID:	F596000337001
Service period:	July 1, 2017 to June 30, 2018

Second, attached is Exhibit A for next fiscal year. The Exhibit A lists all signalization equipment your agency has agreed to maintain. It also reflects the reimbursable amount for next FY 2018-2019 (July 1, 2018 to June 30, 2019). Please sign as your certification that the signalization equipment will be maintained according to the Agreement. New signalization equipment installed after June 30, 2018 will be reflected on an updated Exhibit A sent before July 2019.

Your invoice, annual report, and signed Exhibit A should be mailed to the Florida Department of Transportation, Traffic Operations, 719 S. Woodland Blvd., M.S. #562, DeLand, FL 32720-6834 no later than May 1, 2018. All invoices will be processed after June 20, 2018.

If you prefer, you can email these documents to Cindy Sharp at cindy.sharp@dot.state.fl.us.

Sincerely,

James S. Stroz, Jr., P.E.
District Traffic Operations Engineer
District 5

JSS:jw:cas
Attachments

cc: Financial Services

www.dot.state.fl.us

Attachment: Holly Hill - Exhibit A - FY 18 (1944 : Traffic Signal Maintenance and Compensation Agreement FY 17/18 & FY 18/19)

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 18/19						
Effective Date: July 1, 2018 To: June 30, 2019						
Maintaining Agency: City of Holly Hill						
Section	MP	SR No.	Intersection	Agency	Conf.	fy 18/19
79030	1.192	5	SR 430 (Mason Ave.)	Holly Hill	IMTS	\$4,752.00
79030	1.390	5	2nd St.	Holly Hill	IMTS	\$4,752.00
79030	1.567	5	3rd St.	Holly Hill	IMTS	\$4,752.00
79030	1.916	5	6th St.	Holly Hill	IMTS	\$4,752.00
79030	2.167	5	8th St.	Holly Hill	IMTS	\$4,752.00
79030	2.916	5	Walker St.	Holly Hill	IMTS	\$4,752.00
79030	3.849	5	Calle Grande St.	Holly Hill	IMTS	\$4,752.00
79190	11.425	5A	15th St.	Holly Hill	IMTS	\$4,752.00

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

Total Lump Sum*: \$38,016.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$38,016.00

 2-14-2018
 Maintaining Agency Date

 District Traffic Operations Engineer Date

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 18/19

Effective Date: July 1, 2018 To: June 30, 2019

Maintaining Agency: City of Holly Hill

Section	MP	SR No.	Intersection	Agency	Conf.	fy 18/19
79030	1.192	5	SR 430 (Mason Ave.)	Holly Hill	IMTS	\$4,752.00
79030	1.390	5	2nd St.	Holly Hill	IMTS	\$4,752.00
79030	1.567	5	3rd St.	Holly Hill	IMTS	\$4,752.00
79030	1.916	5	6th St.	Holly Hill	IMTS	\$4,752.00
79030	2.167	5	8th St.	Holly Hill	IMTS	\$4,752.00
79030	2.916	5	Walker St.	Holly Hill	IMTS	\$4,752.00
79030	3.849	5	Calle Grande St.	Holly Hill	IMTS	\$4,752.00
79190	11.425	5A	15th St.	Holly Hill	IMTS	\$4,752.00

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

Total Lump Sum*: \$38,016.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$38,016.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

Annual Report -Table Attachment to the Traffic Signal Maintenance and Compensation Agreement (TSMCA)

Note: The TSMCA should be complied with in its entirety. This Table serves as a reference to the Annual Report.

Agency:

Date form completed:

1. The responsibilities, as noted in Paragraph 5, were fulfilled.
2. The preventative maintenance responsibilities for mast arms, as noted in Paragraph 7, were fulfilled.
3. Per Paragraph 10, were the Department's written approvals obtained prior to signal phasing modifications?
4. Per Paragraph 10, were the signal timing changes done under the direction of a qualified Professional Engineer?
5. What is the last year of full record keeping of all signal related data (including signal timings)?
6. Per Paragraph 11, is a log of signal timing and phasing changes maintained and documented?
7. Per Paragraph 31a, were any repairs to side-street and/or main street left turn detections made?
8. Per Paragraph 31a, were any repairs to pedestrian detection issues made?
9. Systemwide, were 90% of the critical detectors operating properly through out the year (with permanent detection)?
10. Per Paragraph 31b, did 50% of the signal locations receive at least one preventative maintenance inspection during the year?
11. Per Paragraph 31b, did 50% of the signal locations receive at least one Conflict Monitor test during the year?



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

MIKE DEW
SECRETARY

February 14, 2018

Mr. Joe Forte
City Manager
CITY OF HOLLY HILL
1065 Ridgewood Avenue
Holly Hill, Florida 32117

RE: TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
CONTRACT NO.: ARY79, TASK WORK ORDER 17-18
AUTHORIZED AMOUNT: \$36,976

Dear Mr. Forte:

The Traffic Signal Maintenance and Compensation Agreement executed by your agency and the Florida Department of Transportation allows the Department to reimburse local governments for a portion of the cost to maintain and operate signalization equipment on the state highway system. The purpose of this letter is twofold.

First, your agency may now submit an invoice for the current Fiscal Year (FY) 2017-2018 (July 1, 2017 to June 30, 2018). When you submit your invoice, please include the following information, as well as the annual report (attached) that is required per the agreement:

Maintaining Agency:	CITY OF HOLLY HILL
TWO:	17-18
Contract No.:	ARY79
Invoice No.:	_____
Invoice Amount:	\$36,976
Financial Project No.:	413019-98807
FEID:	F596000337001
Service period:	July 1, 2017 to June 30, 2018

Second, attached is Exhibit A for next fiscal year. The Exhibit A lists all signalization equipment your agency has agreed to maintain. It also reflects the reimbursable amount for next FY 2018-2019 (July 1, 2018 to June 30, 2019). Please sign as your certification that the signalization equipment will be maintained according to the Agreement. New signalization equipment installed after June 30, 2018 will be reflected on an updated Exhibit A sent before July 2019.

Your invoice, annual report, and signed Exhibit A should be mailed to the Florida Department of Transportation, Traffic Operations, 719 S. Woodland Blvd., M.S. #562, DeLand, FL 32720-6834 no later than May 1, 2018. All invoices will be processed after June 20, 2018.

If you prefer, you can email these documents to Cindy Sharp at cindy.sharp@dot.state.fl.us.

Sincerely,

James S. Stroz, Jr., P.E.
District Traffic Operations Engineer
District 5

JSS:jw:cas
Attachments

cc: Financial Services



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

**City Commission
Resolution**

MEETING DATE: March 13, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-17 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Vehicle and Equipment Consignment Services with Manheim Remarketing, Inc; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1943)
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes vehicle and equipment consignments through entering into a piggyback agreement between City of Port Orange and Manheim Remarketing Inc., as seen in Exhibit A.

Current City of Holly Hill Purchasing Policies and Procedures

Sec. 30-63. - Formal contract procedure.

(e) Cooperative and piggyback procurements.

- (1) Goods and services may be procured without competitive selection pursuant to a current, valid cooperative contract, provided that the prices and other terms of the city procurement must be fair and reasonable.
- (2) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions:
 - b. The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.
 - c. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for

other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the City of Port Orange with Manheim Remarketing Inc., (Exhibit A) is the most economically advantageous way for the City to procure these consignment services.

Manheim Remarketing Inc., is conveniently located in Daytona Beach and operates weekly consignment auctions that allows for quick turnaround of all vehicles and equipment placed on consignment.

FISCAL ANALYSIS:

There will be no budgetary impact to the City.

STAFF RECOMMENDATION:

That the City Commission approve Resolution 2018-R-17 as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-17, AUTHORIZING A PIGGYBACK CONTRACT FOR VEHICLE AND EQUIPMENT CONSIGNMENT SERVICES WITH MANHEIM REMARKETING, INC.

ATTACHMENTS:

- Piggyback Contract - Manheim Remarketing, Inc (PDF)
- Exhibit A CityofPortOrange.agreement (PDF)

Resolution No. (ID # 1943)**RESOLUTION 2018-R-17 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR VEHICLE AND EQUIPMENT CONSIGNMENT SERVICES WITH MANHEIM REMARKETING, INC; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-17**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR VEHICLE AND EQUIPMENT CONSIGNMENT SERVICES WITH MANHEIM REMARKETING, INC.,; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract with Manheim Remarketing, Inc., under the same terms and applicable conditions as that prior agreement entered into by the City of Port Orange; and

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

WHEREAS, the City of Holly Hill desires to retain the services of Manheim Remarketing Inc., in accordance with the pricing established in the City of Port Orange contract for vehicle and equipment consignment; and

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

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract between the City of Port Orange and Manheim Remarketing, Inc., any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

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

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City; and

WHEREAS, the City of Holly Hill has determined that the City of Port Orange bid will meet the needs of the City to provide efficient and effective banking services to the City; and

WHEREAS, Manheim Remarketing, Inc., has previously entered into a contract with the City of Port Orange to provide banking services on September 18, 2015 (attached as Exhibit A hereto).

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

SECTION 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act"), as well as, the City Charter and Code of Ordinances.

SECTION 2. Definitions. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Manheim Remarketing, Inc., for banking services.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact with Manheim Remarketing, Inc.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit 1, or as may be required to be modified are hereby approved. The City Manager is hereby authorized to execute said agreement for vehicle and equipment consignment, in substantially the forms attached hereto. The total cost shall be based on individual consignments given by the City to Manheim Remarketing, Inc.

SECTION 5. Additional Authorizations Concerning the Scope of Services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for vehicle and equipment consignment.

SECTION 6. Savings. The prior actions of the City relating to banking services as well as all related subject matters and processes, are hereby ratified and affirmed.

SECTION 7. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 8. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 13th day of MARCH, 2018.

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF HOLLY HILL AND
MANHEIM REMARKETING, INC.**

THIS AGREEMENT is made and entered into on March 13, 2018 by the City of Holly Hill, a municipal corporation of the State of Florida, (hereinafter referred to as “CITY”) and Manheim Remarketing, Inc., (hereinafter “VENDOR”).

WHEREAS, the City of Port Orange has previously entered into a contract with Vendor to provide banking services on September 18, 2015 (attached as Exhibit A hereto); and

WHEREAS, the City of Holly Hill wishes to enter into a like contract with Vendor under the same terms and applicable conditions as that prior agreement entered into by the City of Port Orange to sell vehicles on consignment and other related tasks as may be assigned by the City; and

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

WHEREAS, the City of Holly Hill has determined that in this circumstance, piggybacking onto a contract entered into by the City of Port Orange is the most economically advantageous way to procure these goods and services.

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

1. TERM

The initial term shall be until the City of Port Orange terminates as referenced in the original agreement above will be applicable to this agreement unless specified herein.

2. GENERAL PROVISIONS

All other terms and conditions of the contract and any amendments thereto entered into between the City of Port Orange and Vendor referenced above will be applicable to this agreement unless specified herein.

3. **NOTICES**

All notices and demands shall be sent U.S. Certified Mail, return receipt to:

VENDOR:

Manheim Central Florida
Attn: Frank Copeland
Heavy Truck & Equipment Manager
9800 Bachman Road
Orlando, FL 32824

CITY:

City of Holly Hill
Attn: John McKinney, Finance Director
1065 Ridgewood Ave
Holly Hill, FL 32117

Copy to:

City of Holly Hill
Attn: Danny O'Flaherty, Fleet Supervisor
1065 Ridgewood Ave
Holly Hill, FL 32117

4. **PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: VALERIE MANNING
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117
(86) 248-9441
VMANNING@HOLLYHILLFL.ORG

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below.

CITY OF HOLLY HILL

Joseph Forte, City Manager

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

VENDOR:

Signature

Printed Name

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017, by _____ as _____ of American Compliance Technologies, Inc. He is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

Seal:

Notary Public, State of Florida
My Commission expires: _____

EXHIBIT A

[insert piggyback contract here]

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT is entered into this 18 day of Sept. 2015, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"), and MANHEIM REMARKETING, INC., a Delaware corporation registered to transact business in Florida, whose principal address is 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (hereinafter the "Auction"). (The City and Auction are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Auction is engaged in the business of selling used vehicles on consignment; and

WHEREAS, the City desires to sell vehicles on consignment; and

WHEREAS, Auction desires to sell those vehicles on behalf of the City.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consigned Property. The City shall cause to be delivered to Auction the following vehicles (hereinafter the "Consigned Property" or "Consigned Vehicle(s)" as listed on Exhibit A

(Certificate of Title and Registration). All Consigned Vehicles furnished to Auction shall be on consignment and no title or property rights shall be transferred until sold by Auction. The City shall forward to Auction the certificate of title and/or registration for each vehicle, together with any other documents in possession of the City to affect transfer upon sale, and all documents shall be endorsed as required prior to delivery to Auction. Auction shall not deliver, endorse, or otherwise part with the possession of such documents except to the purchaser of the Consigned Vehicle after sale and receipt of payment in accordance with the terms of this Agreement.

2. Consignment Period. Auction shall accept possession of the Consigned Property for consignment and will attempt to sell the Consigned Property at public auction within thirty (30) days after receipt. If the Consigned Property is not sold within thirty (30) days, the Auction shall return the Consigned Property to the City. The Consignment Period may be extended in increments of thirty (30) days at the sole discretion of the City.

3. Storage. Auction shall provide storage for the Consigned Property until the same are sold at auction or retaken by the City.

4. Sale of Consigned Property. Prior to the date of the auction, the City shall designate in writing the minimum acceptable sales price for each vehicle. A sale shall be complete when the Auction so announces by the fall of the hammer. City shall have the final approval of a proposed sale of the Consigned Property, except that Auction shall withdraw the Consigned Property from the sale if no bid exceeds the minimum price communicated by the

City to the Auction as acceptable. All sales shall be on a cash basis, due and payable on the day of the auction. All monies received by Auction shall be the property of the City. Auction shall be responsible for all collection matters relating the sale of the Consigned Property. Within three (3) days after the sale of the Consigned Property, Auction shall forward payment to the City together with a detailed accounting regarding the sale, including the date of sale, detail work and repairs required and approved by City, and the sales price.

5. Fees. In return for the services identified above, the City agree pay to Auction a commission in the amount of five percent (5%) of the final selling price. The City further recognizes that Auction offers various services in conjunction with the sale of the Consigned Property, which the City may choose to select at its sole discretion. The City hereby elects the following services pursuant to the Auction's fee schedule.

- Each of the Consigned Vehicles shall be towed from the City to the Auction
- Each of the Consigned Vehicles shall be fully detailed (interior and exterior) prior to Auction

6. Indemnity – Theft or Conversion/Risk of Loss. Auction shall be responsible for, and indemnify and hold City harmless from, any theft, conversion, or destruction of any vehicles or any part thereof after the same is in the physical custody of the Auction and until sold to a purchaser at auction. Value for total loss of any vehicle by theft, conversion, or destruction shall be determined by averaging the clean wholesale values of nationally accepted vehicle market guides, e.g., the Black Book, NADA, Manheim Market Report, plus or minus adjustments for equipment, mileage and condition. Auction shall not be responsible for loss or damage resulting from Acts of God such as, but not limited to hail, windstorms, and lightning, or for mechanical failures not caused by Auction, its agents or employees, or for acts or omissions of City, its agents or employees.

7. Insurance. Auction shall maintain insurance during life of this Agreement. Auction shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers compensation coverage, Auction's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Auction shall not commence services under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Auction shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse Auction for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	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	
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.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body 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	
Garage Keepers Legal Liability (Comprehensive and Collision)	<u>Limits:</u>	Coverage- \$1,000,000 minimum per location	

8. 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 Auction, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Auction 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 subcontractor 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 Auction as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Auction 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 Auction shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Auction by reason of termination under this clause, the Finance Director shall pay the Auction 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 Auction is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Auction may appeal any claim to the City Council in accordance with Paragraph 18 of this contract concerning disputes.

9. 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.

10. Examination of Records

(a) The Auction 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 Auction involving transactions related to this Contract.

(b) The Auction 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 subAuction 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 Auction 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.

11. Public Records Compliance. Auction 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 Auction 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 Auction does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Auction to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, 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. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Auction's cost of, or time required for the performance of the work hereunder, Auction shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Auction, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Auction 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) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

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

15. Contract Administration. The ~~Assistant City Attorney~~ ^{Fleet Manager} shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

16. Liability for Loss or Damage. Auction shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Auction, 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 Auction, his/its agents, servants and employees. Auction shall

submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

17. Non-discrimination. During the performance of this Contract, Auction agrees as follows:

(a) Auction 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 Auction. Auction agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Auction agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Auction shall state in all solicitations or advertisements for employees placed by or on behalf of Auction that Auction 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. Auction 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 subAuction or vendor.

18. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Auction, 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, Auction 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, Auction shall proceed diligently with the performance of this Contract in accordance with that decision.

19. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

20. 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.

21. 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.

22. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: ~~Assistant City Attorney~~ Fleet Manager
1000 City Center Circle
Port Orange, Florida 32129
~~(386) 506-5525~~ (386) 506-5579

Auction: Manheim Central Florida
Attention: Frank Copeland
Heavy Truck & Equipment Manager
9800 Bachman Road
Orlando, FL
O: 407.812.7846
M: 863.398.1137

Manheim Daytona
Attention: Toni Williams
General Manager
1305 Indian Lake Road
Daytona Beach, FL 32124-1039
O: 386.947.8893
M: 407.448.7983



Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

23. 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 Auction and the City until the City signs this Agreement.

24. Authority to Sign. 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.

Witnesses:

MANHEIM REMARKETING, INC., a Delaware corporation

Teresa Freeman
Printed Name: Teresa Freeman

Wendee A Fann
Printed Name: Wendee A Fann

By: [Signature]
Printed Name: Toni Williams
Title: General Manager

If this Contract is signed by an individual not identified as an officer 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.

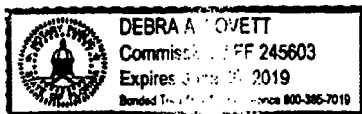
Date: _____

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 10 day of Sept, 2015, by Toni Williams as General Manager of Manheim Remarketing, Inc., a Delaware corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE,

Cynthia K. Rivera
 Printed Name: Cynthia K. Rivera

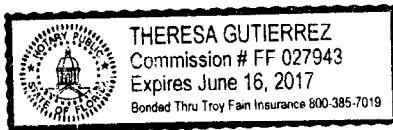
Theresa Gutierrez
 Printed Name: Theresa Gutierrez

By: [Signature]
 Printed Name: Michael H. Johansson
City Manager

Date: 9-18-15

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of Sept, 2015,
 by Michael H. Johansson, as City Manager of the City of Port Orange, a
 Florida municipal corporation, on behalf of the city, and who is personally known to me.



[Signature]
 Notary Public, State of Florida
 Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

[Signature]
 Printed Name: Theresa Gutierrez

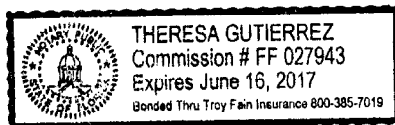
By: [Signature]
 Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
 Printed Name: Barbara J. Abbate

Date: 9/18/15

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of Sept, 2015,
 by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf
 of the city, and who is personally known to me.



[Signature]
 Notary Public, State of Florida
 Printed, typed or stamped name, commission
 and expiration:

CITY OF PORT ORANGE

VEHICLE AUCTION LIST

Asset Class Number	Model Year	Make	Model	Year	Drive	VIN	Dept Number	Department	Age	Odometer	Estimated Book Value	Notes
MOTORCYCLES												
01 01824	2009	HARLEY	FLHP		N/A	1HD1FHM149Y677554	3200	Police Dept	6	21,000	\$6,000.00	HERE
01 01824	2009	HARLEY	FLHP		N/A	1HD1FHM109Y678152	3200	Police Dept	6	12,000	\$7,000.00	HERE
01 01837	2010	HARLEY	FLHP		N/A	1HD1FHM19AB666539	3200	Police Dept	5	20,500	\$8,000.00	HERE
CARS												
01 01522	2008	CHEVY	LUMINA SEDAN		FWD	2G1WL52J5Y1304115	0400	Waterway	15	63,883	\$1,000.00	HERE
01 01703	2005	PONTIAC	BONNEVILLE SEDAN		FWD	1G2HKS2K2C4U231969	3200	Police Dept	10	86,360	\$3,000.00	HERE
01 01704	2005	PONTIAC	BONNEVILLE SEDAN		FWD	1G2HKS2K2C4U231969	3200	Police Dept	10	174,571	\$3,000.00	HERE
01 01744	2006	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	9	113,215	\$3,500.00	HERE
01 01766	2006	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	9	103,799	\$2,500.00	HERE
01 01769	2006	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	9	108,239	\$2,500.00	HERE
01 01783	2007	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	8	101,506	\$2,500.00	HERE
01 01784	2007	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	8	119,150	\$2,500.00	HERE
01 01786	2007	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	8	79,507	\$3,000.00	HERE
01 01787	2007	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	8	102,781	\$1,000.00	HERE
01 01809	2008	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	7	104,191	\$2,500.00	HERE
01 01810	2008	CHEVY	IMPALA SEDAN		FWD	2G1WSS3186931989	3200	Police Dept	7	115,964	\$2,000.00	HERE
SUV'S												
03 01613	2002	CHEVY	TAHOE		4X4	1GNEX13V92280483	0600	Public Utilities Maint	13	106,375	\$5,500.00	HERE
03 01614	2002	CHEVY	TAHOE		4X4	1GNEX13V92280483	4400	Public Utilities Maint	13	113,237	\$5,500.00	HERE
03 01661	2003	CHEVY	S10 BLAZER		4X2	1GNCS13X43K160954	1902	Community Improvement Div	12	57,369	\$2,500.00	HERE
03 01662	2004	CHEVY	S10 BLAZER		4X2	1GNCS13X14K146986	1902	Community Improvement Div	11	64,453	\$2,750.00	HERE
03 01765	2003	CHEVY	TAHOE		4X4	1GNEX13Z9R236897	4300	Public Works	10	141,520	\$5,500.00	HERE
PICKUPS												
05 01471	2008	CHEVY	S10 PICKUP		4X2	1GCCS14N7W174517	0900	Public Utilities Admin (FY16)	15	37,028	\$2,500.00	HERE
05 01540	2009	GMC	SONOMA PICKUP		4X2	1GTCS14W9Y826662	4400	Public Utilities Admin (FY16)	15	101,283	\$2,000.00	HERE
05 01547	2009	GMC	SONOMA PICKUP		4X2	1GTCS14W9Y826662	4400	Public Utilities Admin (FY16)	15	101,283	\$2,000.00	HERE
05 01669	2004	FORD	F250 EXT. CAB PICKUP		4X2	1FTNX39L14ED12425	3200	Public Works	11	73,727	\$2,500.00	HERE
05 01671	2004	CHEVY	COLORADO PICKUP		4X2	1GCCS19C248177148	4300	Public Works	11	120,629	\$5,000.00	HERE
05 01694	2005	CHEVY	SILVERADO 1500 PICKUP		4X2	1GCCS14V92Z12492	1902	Community Improvement Div	11	110,508	\$5,200.00	HERE
06 01705	2005	CHEVY	SILVERADO 2500HD CREW CAB PICKUP		4X2	1GCCS14V92Z12492	0500	Meat Readers	10	127,971	\$3,500.00	HERE
05 01779	2007	CHEVY	COLORADO PICKUP		4X2	1GCCS14E378222692	3100	Fire Dept	10	84,877	\$11,500.00	HERE
34 TON TRUCKS												
07 01659	2003	FORD	F250 UTILITY TRUCK		4x2	1FNTF30L3ED84919	4400	Public Utilities Maint	8	112,140	\$1,000.00	Blown motor. Does not run
07 01684	2004	FORD	F250 UTILITY TRUCK		4x2	1FNTF30L3ED84919	4400	Public Utilities Maint	8	112,140	\$1,000.00	Blown motor. Does not run
07 01729	2005	FORD	F250 UTILITY TRUCK		4x4	1FTSE21P43ED38769	0800	Public Utilities Field Operations	12	114,886	\$2,000.00	HERE
07 01732	2005	FORD	F250 UTILITY TRUCK		4x4	1FTSE21P43ED38769	0800	Public Utilities Field Operations	11	141,530	\$2,000.00	HERE
07 01742	2005	FORD	F250 UTILITY TRUCK		4x4	1FTSE21P43ED38769	0800	Public Utilities Field Operations	10	78,331	\$10,500.00	HERE
07 01743	2005	FORD	F250 UTILITY TRUCK		4x2	1FTSP20P05ED38766	0600	Public Utilities Maint	10	107,338	\$8,500.00	w/3200lb Crane
07 01743	2005	FORD	F250 UTILITY TRUCK		4x2	1FTSP20P05ED38766	0600	Public Utilities Maint	10	110,646	\$7,500.00	w/3200lb Crane
07 01743	2005	FORD	F250 UTILITY TRUCK		4x2	1FTSP20P05ED38766	0600	Public Utilities Maint	10	78,775	\$9,500.00	w/3200lb Crane

Tentative auction date: September 24, 2015

Fleet Manager Approval:

CITY MANAGER APPROVAL:

Date

Public Works Director Approval:



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

**City Commission
Resolution**

MEETING DATE: March 13, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-18 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Banking Services with SunTrust Bank; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1942)
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes banking services through entering into a piggyback agreement between City of Edgewater and SunTrust Bank as seen in Exhibit 1.

Current City of Holly Hill Purchasing Policies and Procedures

Sec. 30-63. - Formal contract procedure.

(e) Cooperative and piggyback procurements.

- (1) Goods and services may be procured without competitive selection pursuant to a current, valid cooperative contract, provided that the prices and other terms of the city procurement must be fair and reasonable.
- (2) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions:
 - b. The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.
 - c. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for

other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the City of Edgewater with SunTrust Bank (Exhibit 1) is the most economically advantageous way for the City to procure these banking goods and services.

SunTrust Bank has been in business serving municipal governments for over 100 years. They provide quality services at competitive prices and can be depended upon to provide the required services to the City. SunTrust Bank has provided a letter of agreement to allow the City of Holly Hill to piggyback off of the City of Edgewater RFP 2016-FIN-007 and contract, which went into effect July 18, 2016 and expires July 18, 2021 with one five (5) year extension.

The attached revised pricing provided by SunTrust Bank for banking services is based on the City of Edgewater contract pricing shown in Attachment 2.

FISCAL ANALYSIS:

By maintaining \$2,112,408.07 in daily cash with SunTrust Bank there will be no budgetary impact to the City. The revised pricing will save the City an estimated \$6,040 annually.

STAFF

RECOMMENDATION:

That the City Commission approve Resolution 2018-R-18 as submitted by staff.

COMMISSION

GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-18, AUTHORIZING A PIGGYBACK CONTRACT FOR BANKING SERVICES WITH SUNTRUST BANK; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Piggyback Contract - Banking Services (PDF)
- Exhibit 1 SunTrust - City of Edgewater - RFP FINAL (PDF)
- Exhibit 2 SunTrust - City of Edgewater Government Sector Consortium Pricing 6-2-16 (PDF)
- Attachment 1 2018 TM contract extension Letter City of Holly Hill (PDF)

- Attachment 2 TM Management Master Agreement - City of Holly Hill (PDF)
- Attachment 3 City of Holly Hill - Proforma - City of Edgewater Mirror (PDF)
- Attachment 4 Analysis of Edgewater Fee Structure to Holly Hill (PDF)

Resolution No. (ID # 1942)**RESOLUTION 2018-R-18 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR BANKING SERVICES WITH SUNTRUST BANK; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-18**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR BANKING SERVICES WITH SUNTRUST BANK; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract with SunTrust Bank under the same terms and applicable conditions as that prior agreement entered into by the City of Edgewater; and

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

WHEREAS, the City of Holly Hill desires to retain the services of SunTrust Bank in accordance with the pricing established in the City of Edgewater contract for banking services; and

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

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract between the City of Edgewater and SunTrust Bank any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto a contract entered into by SunTrust Bank is the most economically advantageous way to

procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City; and

WHEREAS, the City of Holly Hill has determined that the City of Edgewater bid will meet the needs of the City to provide efficient and effective banking services to the City; and

WHEREAS, SunTrust Bank has previously entered into a contract with the City of Edgewater to provide banking services on July 18, 2016 (attached as Exhibit #1 hereto).

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

SECTION 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. Definitions. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with SunTrust Bank for banking services.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact with SunTrust Bank.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit 1, or as may be required to be modified are hereby approved. The City Manager is hereby authorized to execute said agreement for banking services, in substantially the forms attached hereto. The total cost shall be based on individual work assignments made by the City to SunTrust Bank.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for banking services.

SECTION 6. Savings. The prior actions of the City relating to banking services as well as all related subject matters and processes, are hereby ratified and affirmed.

SECTION 7. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 8. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 13th day of MARCH, 2018.

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF HOLLY HILL AND
SUNTRUST BANK.**

THIS AGREEMENT is made and entered into on March 13, 2018 by the City of Holly Hill, a municipal corporation of the State of Florida, (hereinafter referred to as “CITY”) and SunTrust Bank, Inc., (hereinafter “VENDOR”).

WHEREAS, the City of Edgewater has previously entered into a contract with Vendor to provide banking services on July 18, 2016 (attached as Exhibit 1 hereto); and

WHEREAS, the City of Holly Hill wishes to enter into a like contract with Vendor under the same terms and applicable conditions as that prior agreement entered into by the City of Edgewater to provide banking services and other related tasks as may be assigned by the City; and

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

WHEREAS, the City of Holly Hill has determined that in this circumstance, piggybacking onto a contract entered into by the City of Edgewater is the most economically advantageous way to procure these goods and services.

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

1. TERM

The initial term shall be for 5 years expiring on July 18, 2021 for services subject to renewal or extension as referenced in the original agreement above will be applicable to this agreement unless specified herein.

2. GENERAL PROVISIONS

All other terms and conditions of the contract and any amendments thereto entered into between the City of Edgewater and Vendor referenced above will be applicable to this agreement unless specified herein.

3. **NOTICES**

All notices and demands shall be sent U.S. Certified Mail, return receipt to:

VENDOR:

SunTrust Bank
Attn: Brian Orth, Senior Vice President
200 South Orange Ave
Mail Code FL-Orlando – 2063
Orlando, FL 32801

CITY:

City of Holly Hill
Attn: John McKinney, Finance Director
1065 Ridgewood Ave
Holly Hill, FL 32117

4. **PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: VALERIE MANNING
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117
(86) 248-9441
VMANNING@HOLLYHILLFL.ORG

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below.

CITY OF HOLLY HILL

Joseph Forte, City Manager

Date: _____

Attest:

City Clerk

Approved as to form & legality

City Attorney

VENDOR:

Signature

Printed Name

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017, by _____ as _____ of American Compliance Technologies, Inc. He is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

Seal:

Notary Public, State of Florida
My Commission expires: _____

Attachment: Piggyback Contract - Banking Services (1942 : SunTrust Bank - Banking Services)

EXHIBIT 1

[insert piggyback contract here]

Attachment: Piggyback Contract - Banking Services (1942 : SunTrust Bank - Banking Services)

Strictly Private and Confidential



CITY OF EDGEWATER

Request for Proposals

Proposal No: 16-FIN-007 Treasury Management Services

Working to improve efficiency within cash management

June 7, 2016

Submitted by:

**Brian Orth, First Vice President
Relationship Manager**

Not-for-Profit & Government Banking
200 South Orange Avenue
Orlando, FL 32801

Phone: 407.237.6764
Email: Brian.Orth@SunTrust.com

**Michelle R. Baggett, CTP, First Vice President
Treasury Sales Officer**

Treasury & Payment Solutions
200 South Orange Avenue
Orlando, FL 32801

Phone: 407.237.5723
Email: Michelle.Baggett@SunTrust.com



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Brian S. Orth
First Vice President

SunTrust Bank
Government Banking
200 S. Orange Avenue
Orlando, FL 32801
Telephone: 303-263-9205
Email Address: Brian_Orth@me.com

Tab III - Transmittal Letter

June 7, 2016

Pat Drosten, *Purchasing Specialist*

City of Edgewater
City Clerk
104 N. Riverside Dr.
Edgewater, Florida 32132

Dear City Clerk:

SunTrust Bank is pleased to submit the enclosed proposal for the continuation of our comprehensive, high-quality banking services with the City of Edgewater (the "City"). Upon establishing our relationship a little over three years ago, it has been our pleasure to serve you and assist the City with their depository and other fiscal needs. It is our sincere hope that this response is sufficient to allow us to continue in our role as your primary treasury bank.

Our goal is to provide enhanced cost efficiencies and we have highlighted some of the main areas of focus:

1. A very aggressive Earning Credit Rate ("ECR") of 0.60% that will allow the City to minimize deposits needed to offset banking fees which allows the City to maximize those balances upon which it can earn interest.
2. A competitive fee schedule that also assists the city in lowering their banking fees which when combined with the higher ECR again allows the City to maximize those balances upon which it can earn interest.
3. A guaranteed interest rate on available balances of 0.15% – which in the today's interest rate environment is aggressive.
4. The soft costs affiliated with continuing the SunTrust relationship is hard to monetize. By continuing our existing relationship the city avoids lost employee hours associated with changing existing processes and procedures that are already working smoothly.

On behalf of SunTrust Bank, thank you for this opportunity. We look forward to continuing our relationship and continuing to support City of Edgewater for many years to come.

Sincerely,

Brian Orth
First Vice President and Relationship Manager



Tab IV - Proposal Summary

PROPOSAL SUMMARY FORM RFP 16-FIN-007 BANKING SERVICES

Name of Bank: SunTrust Banks, Inc.
 Address: P.O. Box 4418
 City & State: Atlanta, GA Zip Code: 30302-4625
 Telephone: (407) 237-6764 Fax: () _____
 Federal Tax Identification Number: 58-1575035
 Name of Official Completing Proposal: Brian Orth

Title: First Vice President

1. Type of Bank (Federal or State Charter): Charter
2. Is your Bank a member of the Federal Depository Insurance Corp? Yes ☒ No _____
3. Is your Bank a member of the Federal Reserve System? Yes ☒ No _____
4. Moody or Standard & Poor Rating: See questionnaire Month/Yr. Issued: _____
 Sheshunoff Bank Rating: N/A Month/Yr. Issued: _____
5. Deposits Federally insured up to: \$250,000.00
6. Authorized Florida Public Depository? Yes ☒ No _____
7. Location of home office: 200 South Orange Avenue Orlando, FL 32801
8. Hours of City of Edgewater branch: Mon. - Thurs. 9:00 a.m. - 4:00 p.m. Fri. 9:00 a.m. - 6:00 p.m.
9. Please attach a list that includes location and business hours for each branch? Is list attached? Yes ☒ No _____
10. Please include a copy of your audited financial statements for the last two years. Are copies attached? Yes ☒ No _____
11. Please provide a summary of any litigation filed against the respondent in the past three years which is related to the services that respondent provides in the regular course of business. Is list attached? Yes _____ No _____
N/A ☒

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby agree if this proposal is accepted, to contract with the City of New Smyrna Beach, Florida to furnish any service requested herein and deliver the same to the City of New Smyrna Beach at the specified location.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion, fraud, or otherwise illegal action.

Michelle R. Baggett
 Authorized Signature

Michelle R. Baggett, FVP
 Printed Name & Title

SunTrust Bank, Inc.
 Company

6-1-2016
 Date

200 S. Orange Ave
 Address

Orlando FL 32801
 City, State, Zip Code

407-237-5723
 Telephone No.

 Fax No.



You can locate SunTrust's 2015 financial statements in Tab 2 of the appendix and the 2014 financial statements in Tab 3 of the Appendix.

Branch Locations and Business Hours

SunTrust Location Name	Address	Distance (Miles) From City of Edgewater Office	Hours of Operation
Edgewater	512 N Ridgewood Ave. Edgewater, FL 32132	1.18	Lobby: Mon. – Thurs. 9:00AM – 4:00PM Lobby: Friday 9:00AM – 6:00PM Drive-Thru: Mon. – Fri. 8:00AM – 6:00PM
North Causeway	111 N. Causeway New Smyrna Beach, FL 32169	3.14	Lobby: Mon. – Thurs. 9:00AM – 4:00PM Lobby: Friday 9:00AM – 6:00PM Drive-Thru: Mon. – Thurs. 9:00AM – 5:00PM Drive-Thru: Friday 9:00AM – 6:00PM
Coronado	705 3rd Ave. New Smyrna Beach, FL 32169	3.19	Lobby: Mon. – Thurs. 9:00AM – 4:00PM Lobby: Friday 9:00AM – 6:00PM Branch: Saturday 9:00AM – 12:00PM Drive-Thru: Mon. – Fri. 8:00AM – 6:00PM

Attachment: Exhibit 1 SunTrust - City of Edgewater - RFP FINAL (1942 : SunTrust Bank - Banking Services)



Tab V - SunTrust's Qualifications and Experience

SunTrust Banks, Inc., with total assets of \$191 billion as of December 31, 2015, is one of the nation's largest and strongest financial holding companies.

Through its banking subsidiaries, the company provides deposit, credit, trust, and investment services to a broad range of retail, business, and institutional clients. Other subsidiaries provide mortgage banking, brokerage, investment management, equipment leasing, and capital market services. Atlanta-based SunTrust enjoys leading market positions in some of the highest growth markets in the United States and also serves clients in selected markets nationally.

As of December, 2015, there were 24,089 full-time equivalent employees within SunTrust. SunTrust Banks, Inc., (incorporated in the State of Georgia) headquartered in Atlanta, is one of the nation's largest commercial banking organizations serving a broad range of consumer, commercial, corporate and institutional clients. The company operates approximately 1,400 retail branches and 2,150 ATMs in Alabama, Arkansas, Florida, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, West Virginia, and the District of Columbia. In addition, SunTrust provides customers with a full range of technology-based banking channels, including Internet, PC, and Automated Telephone Banking.

Contact Locations:

- 200 South Orange Avenue, Orlando, FL 32801
- 7455 Chancellor Drive, Orlando, FL 32809
- 512 N Ridgewood Ave. Edgewater, FL 32132

Understanding your business needs

We are in the midst of a new era in treasury management. Treasury and finance departments no longer just balance bank statements, but have become essential, strategic components of their organizations. As such, you are under continuous pressure to reduce costs, increase efficiency, and contribute to the bottom line.

To achieve these critical objectives, you must navigate a payments landscape that constantly evolves – new payment types, enhancements to existing products and even new regulations. In addition, with every change comes a host of implications, such as new fraud and data management concerns.

SunTrust is well positioned to assist you during this exciting time of great change. Our Treasury & Payment Solutions Division represents all payment options – treasury, commercial card, merchant services, and more – with professionals who can guide you through the issues, provide alternatives, and discuss best practices in order to create the right solution for your business. Whether it is managing the complexity of change, dealing with resource constraints, preventing fraud or finding ways to contribute to the bottom line, we understand the issues that are important to you, that consume your time and that challenge your organization. Moreover, this understanding allows us to provide you with a complete solution for today and tomorrow.

Solutions to position you for the future

SunTrust is committed to helping the City of Edgewater address risk, fraud management, and process improvement challenges. To accomplish this, we have designed our service offerings to take advantage of opportunities presented by an evolving cash management and payments environment. In fact, all of our product



enhancements are priorities identified by clients as those most critical to running their cash management operations more efficiently and with greater control.

We provide innovative solutions to help our clients control their disbursements, manage collections, and increase working capital. SunTrust strives to exceed client expectations and deliver value by:

- Serving as trusted advisors in long-term relationships
- Delivering creative solutions and making investments in products where appropriate
- Excelling in service delivery; doing it right the first time



As a nationally recognized payment solutions organization, SunTrust offers personalized service and an unwavering focus on retaining and growing our business relationships with every client.

SunTrust is fully capable of performing all of the requirements referenced in your proposal. As your financial partner, we will evaluate with you the best structure and solutions for maximizing your cash. Our goal is to assist the City of Edgewater in making the most of your bottom line by leveraging technology with structure and providing the most beneficial banking relationship.

Team Qualifications

An important aspect of any business relationship is the support provided for implementing new services and responding to routine inquiries regarding the functioning of the services the City of Edgewater currently has in place. SunTrust offers dedicated client support to clients. SunTrust has long been known as a leader in customer service and the City of Edgewater will work with a team which has the experience to ensure a smooth transition and who can meet your daily business needs.



At a glance, you will be able to identify each member of your team including their personal contact information.



Relationship Manager

Name: *Brian Orth*

Title: *First Vice President*

Address: 200 South Orange Ave. Orlando, FL 32801

Telephone: 407-237-6764

Email: *Brian.Orth@SunTrust.com*

As the Relationship Manager for SunTrust Bank, Brian is responsible for assessing global customer needs, evaluating viable options, recommending solutions and coordinating the delivery of banking services through our various product specialists to enable clients to meet their financial objectives. He began his banking career in 2000; prior to that Mr. Orth earned a Bachelor of Science degree in Business Administration with a minor in Economics from Colorado State University in 1995 followed by a Master of Business Administration from the Colorado State University Summa Cum Laude in 2000.

Brian specializes in managing institutional and governmental relationships. His banking experience of over 14 years has been focused primarily on public sector entities. This experience includes stints managing relationships with and a team of bankers focused on governmental and higher education relationships of diverse sizes and complexities.

Treasury Solutions Officer

Name: *Michelle Baggett*

Title: *First Vice President*

Address: 200 South Orange Ave. Orlando, FL 32801

Telephone: 407-237-5723

Email: *Michelle.Baggett@SunTrust.com*

Michelle has been with SunTrust for 17 years and currently serves as a Treasury Management Sales Officer for the Corporate/Commercial Group in Orlando. Michelle currently supports corporate and governmental clients in the Central Florida Market.

Michelle holds a Bachelor of Science degree in Business Management from University of Central Florida. She is a Certified Treasury Professional through the Association for Financial Professionals.

Michelle's role is to consult with you on your business needs to develop a customized Treasury Management Solution. She coordinates the contributions of the Treasury Management team and keeps you informed of new services and recommendations to optimize your Treasury Management processes.



Treasury Solutions Analyst

Name: Chelsea Ruggiero

Address: 200 South Orange Ave. Orlando, FL 32801

Telephone: 407-237-1757

Email: Chelsea.Ruggiero@SunTrust.com

Chelsea has over 3 years of financial institution experience at SunTrust. Prior to joining the Treasury & Payment Solutions team, she was a credit analyst for Commercial. Her responsibilities as a Sales Associate include preparing proposals, long-term forecasts, account analysis, cash flow diagrams, and cost pro-formas.

Chelsea received her Bachelor of Arts in Economics from the University of Florida. She is currently working on her Master of Business Administration at the University of South Florida.

Relationship Specialist

Name: Kelly Lawler

Address: 200 South Orange Ave. Orlando, FL 32801

Telephone: 407-237-1072

Email: Kelly.Lawler@SunTrust.com

Kelly will serve as your Relationship Specialist for all day to day banking needs. With 20 years of banking experience, the last 10 of which have been at SunTrust Bank focusing on the account needs of similar government entities. Her goal is to help you resolve any issues related to your depository accounts (ordering checks, questions about statements, etc.), loan accounts (questions about statements and payments) and any credit card related issues. She can be reached at the office during working hours as she helps to manage Brian Orth's portfolio of clients.

Treasury Management Client Services

Name: Susan Henry

Address: 7455 Chancellor Drive, Orlando, FL 32809

Telephone: (866) 448-6394, ext. 1006367

Email: Suzanne.Henry@SunTrust.com

Susan has over 38 years banking experience, with 30 of those years in the Treasury Management Division. Prior to joining Treasury, she worked in both the Retail Branch Network and Branch Operations. This has provided her with exposure to both the retail and commercial sides of the bank, allowing her to service her clients more effectively.



Client Onboarding Specialist

Name: Kayo Roman

Address: 7455 Chancellor Drive, Orlando, FL 32809

Telephone: 407-762-5741

Email: Kayo.Roman@SunTrust.com

Client Onboarding Specialist oversees implementation for all of your Treasury Services through 30 days after the completion including training stage. Serves as the primary contact to ensure that your transition to SunTrust solutions will be a smooth and easy process and that our services meet your expectations.

Kayo joined SunTrust in May 2013 as a Client Services Specialist in Treasury & Payment Solutions Division and currently serves as a Client Onboarding Specialist supporting a portfolio of Commercial Banking and Commercial Real Estate clients.

Prior to joining SunTrust, she was a Loan Documents Specialist in Home Mortgage group at Wells Fargo and completed Jr. Underwriting training for level 1C authorization.

Kayo started the banking career with Chase bank f/k/a Washington Mutual as a Loan Coordinator for Retail Banking Group in 2003 then moved on to Construction Loan Administrator role in Risk Management Group at Wells Fargo f/k/a Wachovia Bank. She was recruited to relocate to NY to be a part of Japanese Corporate Banking Group at The Bank of Tokyo-Mitsubishi UFJ where she was a Client Service Representative then promoted to a Lead Specialist position in Credit Control Group.

Experience

The following clients are similar in size and use similar services. They are all relationships managed by your account officer, Brian Orth.

Client Name	Resources & Services Utilized to Improve Cash Flow
Brevard County Tax Collector Lisa Cullen 321.264.6930 Lisa.Cullen@brevardtaxcollector.com 400 South Street Suite 6 Titusville, FL 32780-7683 Client Since: 1987	ZBA, Image Cash Letter, Returned Check Services, Cash Vault, Partial Reconciliation, Positive Pay, Deposit Reconciliation, Image Delivery, ACH, Wire, OTM, OLC, ACH Fraud Control, International





City of Kissimmee Amy Ady 407.518.2220 aady@kissimmee.org 101 Church Street Kissimmee, FL 34741 Client Since: 1982	ZBA, Returned Check Services, Branch/Night Deposits, Controlled Disbursement, Controlled Payment, Partial Reconciliation, Stale Date Control, Check Sort, ACH, ACH Fraud Control, Wire, OTM, Lockbox, OLC, Merchant, Purchasing Card	
Canaveral Port Authority Rodger Rees 321.783.7831 rrees@portcanaveral.com 445 Challenger Road Cape Canaveral, FL 32920 Client Since: 2015	ZBA, Online Check Deposit, Branch/Night Deposit, Cash Vault, Controlled Payment, Partial Reconciliation, ACH, Wire, ACH Fraud Control, OTM, OLC, Corporate Card, Purchasing Card, Merchant	
City of Melbourne Sondra D'Angelo 321.953.6260 sdangelo@melbourneflorida.org 900 E Strawbridge Avenue Melbourne, FL 32901 Client Since: 1995	ZBA, Online Check Deposit, Image Cash Letter, Returned Check Services, Branch/Night Deposits, Image Delivery, ACH, ACH Fraud Control, Wire, OTM, International, Purchasing Card, Automated Payables, Merchant	



Tab VI - Business Operations and Customer Support

1) Detail your business operation structure that is in place to accommodate your government clients. Identify any unique business operations that have been set up that are specific to the government client or that you are able to offer the City of Edgewater. Responses to questionnaire will also be considered as part of the evaluation or Business Operations and Customer Support.

SunTrust Government Division– Localized Service, Proven Experience and Dedicated Resources

We understand the financial needs of municipalities – large and small alike – and we offer creative solutions to meet the challenges of today’s competitive marketplace. To that extent, SunTrust has established a Not-for-Profit & Government Division (NFP&G) within our commercial line of business that specializes in delivering full service banking, investment, and financing solutions to our government clients. Our NFP&G Division serving the Florida marketplace has been in existence for over 25 years. We have a fully dedicated team of Relationship Managers, Portfolio Managers executing our local credit underwriting, and Commercial Banking Specialists, providing day-to-day, local support for our clients. Through this office, we service more than 3,000 NFP&G organizations.

SunTrust Government Division: Client Approach

We approach our client relationships with a long-term view and a commitment to meeting your needs with comprehensive solutions that are timely, targeted, and relevant. We serve our clients with an intense focus on your issues and objectives, dedicated relationship management teams that provide quality service, and superior execution.

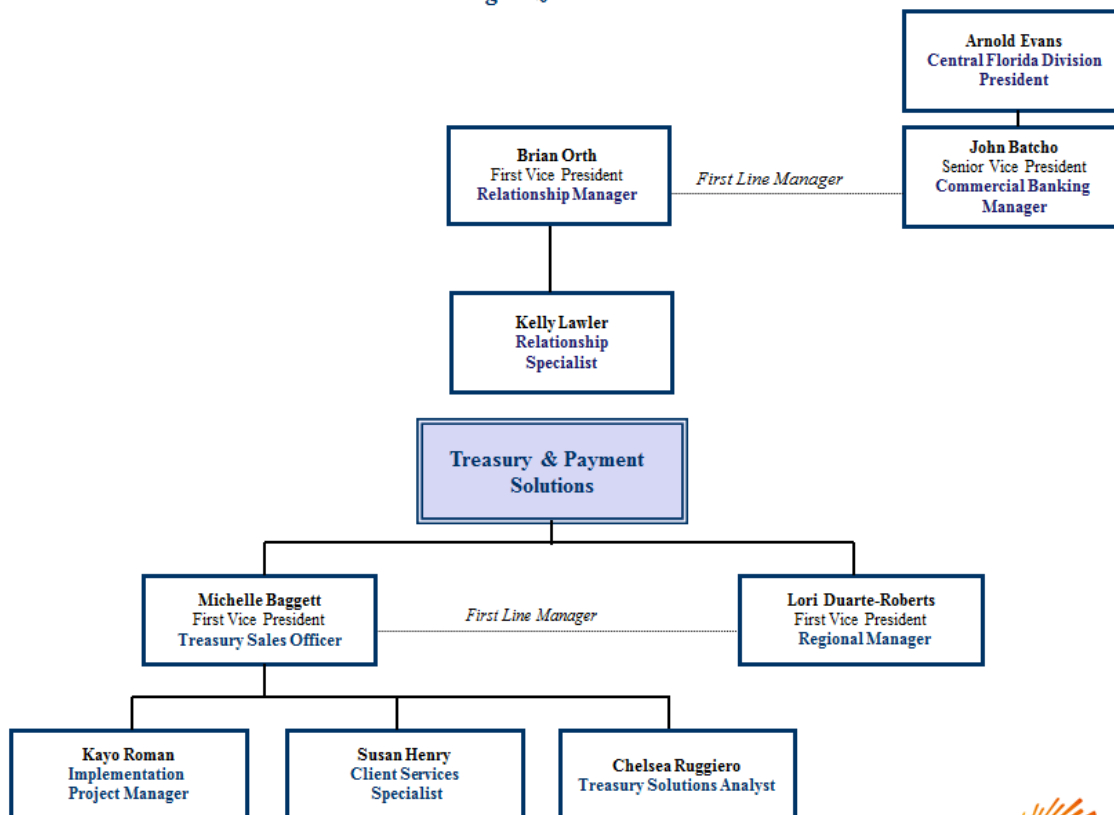


Exceptional Service	• High-touch customer service: Your Relationship Manager serves as your single point of contact coordinating the resources and expertise to meet your unique needs • Experienced and well-trained personnel invested in the success of your organization • Quality leads the client experience • Through delivery of consistently high level of service, we continue to differentiate ourselves from the competition
Relevant Solutions	• A complete array of financial solutions from treasury and liquidity management to financing and investment solutions • Solutions tailored exclusively to your needs • Innovative ideas and beneficial insight that can improve your organization's effectiveness • Superior internet banking solutions • Advanced image-based solutions • Industry-leading fraud protection services • Market leading commercial card services • Government Industry experts brings industry focused solutions to meet your unique needs
Solid Relationships	• Over 100 years of experience working with Government organizations through times of opportunity and challenge • SunTrust's hallmark of commitment to community • We leverage our expertise to meet ever changing needs • Highly skilled, tenured Relationship Managers solely dedicated to the Government Banking sector • We engage in proactive dialogue to identify solutions for your needs • We listen to our clients • Financial strength enables our success



2) Provide an organizational chart showing the contacts for the City of Edgewater's banking relationship.

*SunTrust Relationship
Organizational Chart*



3) Provide names, titles and contact information for the City of Edgewater's contacts in the organizational hierarchy above the relationship manager.

- 1) John Batcho
Commercial Banking Manager
407-237-4899
John.M.Batcho@SunTrust.com
- 2) Arnold Evans
Central Florida Division President
407-237-4439
Arnold.Evans@SunTrust.com



4) Provide information on the steps that can be taken and the appropriate hierarchy for contacts to elevate the resolution of issues in the event the City is not satisfied with the results of issues handled by the operational relationship manager. If separate contacts apply for different services, then clearly provide and identify.

The Relationship Manager serves as the primary coordinator for the resolution of all issues, if the City is not satisfied with the responsiveness of the Relationship Manager or any area of the product services team, the Commercial Banking Manager (contact information provided previously) can be contacted and he will ensure proper resources are allocated to the issue.

5) The proposer shall describe any litigation or proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal.

As of the first quarter of 2016, SunTrust and its subsidiaries are parties to numerous claims and lawsuits arising in the normal course of their business activities, some of which involve claims for substantial amounts. Although the ultimate outcome of these suits cannot be ascertained at this time, it is the opinion of management that none of these matters, when resolved, will have a material effect on the company's consolidated results of operations, cash flows, or financial position.

6) Proposer to make a statement if they have ever had a service agreement terminated for cause and detail date, entity/name of company during the past seven years.

SunTrust does not track the information required by this item. We are not aware of any such termination or default relating to SunTrust's contract with a government entity.



7) Submission of proof of Public Funds Depository.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

SUNTRUST BANK
303 PEACHTREE STREET NORTHEAST
ATLANTA, GEORGIA 30308

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 8th day of December, 2014.


CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-01-1002
Rev. 3/92



Tab VII - Questionnaire/Statement Submittal

1. Describe the process by which the interest rate to be paid will be calculated, and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, indicate the minimum interest rate guaranteed.

SunTrust will provide Public Funds Advantage NOW accounts for all of the City's accounts. The Public Funds Advantage NOW account provides both the advantages of an analyzed account with the interest-earning functionality of a NOW account. The City will automatically earn interest on every dollar above what is required to offset fees. The account will be analyzed monthly and a monthly earnings credit rate (ECR) will be applied to the average positive collected balance to calculate the Value of Balances. Based on the Value of Balances, the service charges may be partially or fully offset. Interest is paid on excess balances.

The interest applied on excess balances is paid on a 365-day year and actual monthly days. This year is paid on a 366- day year, because it is a leap year.

SunTrust uses the following calculation to derive the interest earned on excess balances that remain after service charges are taken into consideration: Excess average collected balances that remain after service charges are taken into consideration x Interest Rate x days in the month ÷ days in the year = Interest Earned

If you accept us as your primary banking relationship and maintain your purchasing card with SunTrust, you will be guaranteed a 0.60% ECR and 0.15% interest rate.

Below are the rates that would have applied under the new contract:

Analysis Period	ECR	Interest
April 2016	0.60	0.15
March 2016	0.60	0.15
February 2016	0.60	0.15
January 2016	0.60	0.15
December 2015	0.60	0.15
November 2015	0.60	0.15

2. Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under Account Analysis Proposal Sheet.

SunTrust Wire Operations consists of two operations centers. The primary location is Orlando, Florida, which is in the 6th Federal Reserve District and Eastern Time zone. The second operations unit is located in Richmond, Virginia, which is in the 5th Federal Reserve District and Eastern Time zone. The Orlando and Richmond operations centers share all call volume and wire transfer processing.

You can have confidence that our wire transfer capabilities have built-in safeguards, such as a personal identification number (PIN) code to ensure the accurate, safe, and confidential transfer of public funds.



SunTrust offers multiple methods initiating wire transfers. Our Online Treasury Manager (OTM) option provides cost-efficient online wire initiation with real-time reporting.

SunTrust supports multiple wire transfer initiation methods to meet clients' needs, including Internet, telephone, and CPU-to-CPU (direct transmission).

We know that you require a variety of methods to send wire payments to vendors, whether they are repetitive or one-time payments.

Online Treasury Manager (OTM): This is the recommended wire transfer initiation method for “normal” transaction volumes. OTM provides secure and convenient wire initiation at a lower price than telephone-initiated wires. OTM features include:

- Repetitive or non-repetitive wires
- Different security specifications for repetitive and non-repetitive
- Real-time reporting of all wires
- 186 days of detailed history online
- Extended same-day processing hours to 5:30 p.m. ET (or 5:00 p.m. ET for international requests in foreign currencies)

Direct Transmission/Bulk Wire Initiation Files: For a high volume of wires, we recommend that you use CPU-to-CPU transmission to send bulk file wire transfer requests through our Enterprise Payment Processing (EPP) solution. SunTrust EPP supports several wire types: domestic, US dollar international, US tax payments, drawdown requests, and internal SunTrust transfers. The hours for wire initiation using this method are 8:30 - 4:00 p.m. ET.

You also have the option to upload a CSV file through Online Treasury Manager (OTM).

Automated Transactions (Standing Orders): These are system-generated wires that are automatically released based on parameters already established by the client. Clients can set these up through OTM.

Telephone: Wire transfers may also be initiated by telephone between 8:30 a.m. ET and 5:00 p.m. ET. A toll-free call to SunTrust Wire Operations connects you with a wire transfer specialist. For security, the caller must provide a user PIN (personal identification number) to initiate a wire. The PIN is linked to specific account permissions and dollar amount limits in the automated wire transfer system.

We generally do not recommend this method of wire transfer initiation for security reasons. However, it can be an important back up, for those rare occasions when you do not have access to other initiation methods.

Wire Transfer Advice Alerts

Wire transfer advice alerts are emailed, faxed, or SMS text notifications of wire debit and wire credit advice detail which are sent when the amount of the wire exceeds the designated threshold. Advices that are faxed or emailed contain all of the detail information for the payment. Advices that are sent by SMS text will contain limited information for the payment.



Wire Credit Advice - Email



Wire Transfer Credit Advice As Of 03/30/09 Distributed 03/30/09 9:58:48 AM EDT

Account: 1234567890
Primary Checking

Wire Transfer Credit

Amount: \$0.01 USD

SunTrust Reference Number: 090330005068

Beneficiary: D/1234567890
ABC Corporation
111 Main Street
Atlanta, GA 30003

Originator: D/000111222333/
ACME International Corporation
555 International Plaza Drive
Richmond, VA 23235

Originator to Beneficiary Information: Invoice 123456

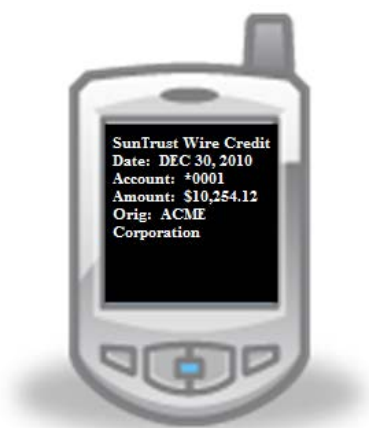
Sender Reference: 1284145

Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.

Wire Credit Advice – SMS Notification



Wire Advice Report

This report includes detailed current day incoming wire credit and debit information in data files that can be uploaded into treasury workstations or accounting packages.

Format Options: BAI2, STI-CSV, XML

Delivery Options: Direct Download, FTP Delivery, FTP Pickup



3. Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.

We understand the importance to be able to receive ACH collections, such as reoccurring utility payments. Government agencies that accept multiple bill payment choices, such as ACH, are better able to meet the wide array of customer payment preference, thereby enhancing satisfaction and facilitating cash flow.

We also recognize you have general disbursement needs, such as payroll, benefits, operating expenses, and special projects. Our ACH services reduce costs with automated receivables and payables to help with budgetary constraints. ACH speed up payables processing for conveniently continuous collections from consumers and ultimately increasing your cash flow.

ACH files in National Automated Clearing House Association (NACHA) format are submitted by clients though, direct transmission, third party vendors, or Online Treasury Manager (OTM). Files are processed, edited, and released by SunTrust to one of our two ACH Operators, the Federal Reserve Bank, or the Electronic Payments Network (EPN), five times per day on business days Monday through Friday, and once on Sunday evening.

SunTrust provides for file delivery over the internet through several channels, including Managed File Transfer and Online Treasury Manager. We support EDI ASC X12 transaction sets for transmission files. We also offer BAI-2, proprietary and EDI files through the following secure FTP protocols: SSL, SSH, HTTPS over internet connections, and with PGP encryption. Each of these delivery methods are described below.

Managed File Transfer

For high transaction volumes, we recommend Managed File Transfer, our premier transmission service for incoming and outgoing secure files over the internet (HTTPS) or secure FTP. You can use this method for sending files of payroll or dividend payments, for debiting consumers for repetitive payments such as utility payments, and for concentrating cash from multiple depositories. Because these files tend to be large, the speed of transmission over the internet becomes a primary benefit. Whether you use your internet Browser or a Secure FTP Client software package for your transmissions, you can send your files to SunTrust directly from your company's network or your hard drive. Managed File Transfer supports files in ASCII (text) or binary formats. Managed File Transfer supports 2048-bit encryption (Highly Secured).

Online Treasury Manager

This service offers two options for sending ACH transactions to SunTrust: (1) The ACH service is used to both initiate and send files. (2) The ACH Upload service is used to pass through NACHA-formatted files to SunTrust. Some companies use the ACH Upload service or Managed File Transfer for higher volume files, but use the ACH service for their lower volume files, such as for expense reimbursements, state and federal tax payments, and vendor payables. The ACH service allows you to create one or more transactions and have the batch verified and released to the bank quickly and easily for processing.

ACH Cut-off Times

The cut-off time for next-day settlement of ACH transactions through most processing methods is 7:30 p.m. ET. Using this schedule, transactions will post to the receiver's account by end of day on the effective date.



We also offer weekend processing, which means we can accept and release files on Sunday night. Please refer to the table below.

Client Input Method	Cutoff Time (All times are ET)	
	ACH Processing	Real-time Book Transfer
Online Treasury Manager	7:30 p.m. M – F for next day settlement	9:30 p.m. M – F
Online Cash Manager	7:30 p.m. M – F for next day settlement	10:00 p.m. M – F
Managed File Transfer	7:30 p.m. M – F for next day settlement	7:30 p.m. M – F
Online Bill Presentment and Payment	6:30 p.m. M – F for next day settlement	N/A
TTAX _{plus}	4:00 p.m. M – F, two days prior to effective date	N/A
Cash Concentration through Global Payments	5:00 p.m. M – F for next day settlement	N/A
Weekend Processing*	6:30 p.m. Sunday	N/A

We recommend you submit credit files by 10:30 a.m. ET to ensure recipients have access to funds at the opening of business on the effective date, because certain institutions may not memo-post credits at the opening of business the next day if the file is submitted after that time.

4. Describe what credit card/purchasing card services you may offer.

SunTrust Purchasing cards streamline the procurement process by eliminating invoices, purchase orders, and checks while helping to reduce administrative costs. They are traditionally used to purchase low dollar, high volume goods and services. Using a card product for these purchases enables our clients to gain greater control over these purchases and provides access to management reporting for reconciliation as well as vendor management tools.

Through our Florida Municipal Consortium Contract, SunTrust currently offers the City of Edgewater a rebate of 1.35% (monthly bill, 18 day pay) on purchases from the very first dollar of spend, provided an annual spend threshold of \$500,000 is reached.

SunTrust provides card controls which can be tailored to your needs including:

- Company level restrictions and business unit level restrictions
- Dollar limits per cardholder, per cycle and per business unit
- Velocity restrictions (i.e., frequency of use) per day, per cycle and per month
- Merchant category code blocking

Traditional Purchasing Cards – Card in Hand

- Issued to employees who need to make purchases and pay at point of sale
- Standard monthly spending limit
- Spending controls - MCC (Vendor Type) restrictions and other spending restrictions control where and



how the card can be used to make purchases

Ghost Account

- Allow clients to consolidate purchases on a specific dedicated account, e.g. ghost account to track all purchases for meetings and events
- No plastics are issued
- Spending controls - MCC (Vendor Type) restrictions and other spending restrictions control what purchases are made on the account

Vendor/Supplier Ghost Account

- Cards assigned to specific vendors/suppliers that clients do a large volume of purchasing
- Allows clients to consolidate purchases on a specific dedicated account to track all purchases for that vendor
- The vendor knows the card account number and runs all of your transactions through that card account number
- Purchasers have the ability to give the vendor a code at the point of sale, for example a cost code for their department, which allows you to track purchases by that code
- Spending controls - MCC (Vendor Type) restrictions and other spending restrictions control what purchases are made on the account

Declining Balance

- Account set up for a specific purpose with a specific budget (e.g. a project with a budget of \$50,000)
- The available credit on the account decreases as purchases are made ensuring no more than the budgeted amount is spent
- Spending controls - MCC (Vendor Type) restrictions and other spending restrictions control what purchases are made on the account

Additionally, SunTrust monitors transactions for fraud and contacts our customers if we suspect an issue. We also offer the MasterCard MasterCoverage Liability Waiver program to provide insurance against employee abuse. SunTrust leverages the FALCON fraud detection system for monitoring transactions to detect fraudulent transactions and contact the cardholder and/or your Program Administrator(s) if fraud is suspected.

SunTrust's technology solution, **Enterprise Spend Platform**, provides an online state-of-the-art, robust, and revolutionary technology to empower our Commercial Card products. Enterprise Spend Platform offers the industry's greatest value proposition: five world-class application modules on a common technology platform providing tools for Purchasing Card and Corporate Card administration, T&E expense management, advanced payables integration, and requisition creation.

- **Statement Manager** allows clients to view and act on detailed statements for Purchasing Card and Corporate Card programs.
- **Transaction Manager** provides tools to manage outstanding transactions. Clients can add general ledger coding and comments, manage transaction disputes, break out sales tax, check for corporate policy compliance, submit expenses for manager approval, and confirm approval status.



- **Expense Manager** allows detailed reporting of card and cash transactions against extensive travel and expense policies. It also supports general ledger allocation, workflow approval, compliance monitoring and automated reimbursement directly to a SunTrust Corporate Card account at a fraction of the cost of vendors providing comparable functionality.
- **Payables Manager** helps clients integrate purchasing card into the payables payments mix by automating invoice payments to a dynamically funded purchasing card for direct settlement to the vendor. A/P personnel can manage vendor cards as well as payables files and exception transactions from one dashboard.
- **Requisition Manager** allows clients to create custom requisition forms to fit any buying need. Requisitions can be developed with custom business rules and workflow, and, upon approval, dynamically fund specific SunTrust cards for immediate spend capability that auto-match back to the requisition.

Information passed through with each transaction, including accounting codes and point of sale codes, will be reported in our technology solution, Enterprise Spend Platform, and may be uploaded into your accounts payable platform.

Additionally, Enterprise Spend Platform allows the linking of scanned receipt images at the individual transaction level for maximum visibility of user spend and tax implications. These images can consequently be viewed online through multiple drill-down reports, viewed when approving a transaction, and downloaded in batch along with your company's financial data for long-term storage and reference.

One of the key e-payment strategies with which we have had tremendous success is the **Enterprise Spend Platform Payables Manager Module (e-payables)**. You can think of the e-payables process as being similar to your check process, however, it utilizes purchasing cards as the payment vehicle. One of the advantages of e-payables is that there are no changes to your existing invoice approval process. The Payables Manager Module has built in controls prohibiting payments to your suppliers in excess of the approved invoice amounts.

E-payables is a seamless integration of purchasing cards into your AP payment process that automates payments and reduces the overall cost of writing checks. Furthermore, it has no impact on your procurement or invoice approval processes. There are two aspects of e-payables that are essential to success. The first is vendor enrollment and the other is technology.

E-payables begins with SunTrust's vendor enrollment service. We will analyze your AP payments and work with you to identify vendors that are good candidates to participate in this program. We will develop a vendor calling script with which you are comfortable and have our vendor enrollment team conduct an enrollment campaign. SunTrust will provide you with regular feedback of our success and vendors that have agreed to participate should be flagged in your AP system as e-payable vendors.

This is when the technology takes over. As you go through your regular "check run," the invoices that are flagged for e-payables will generate a file for Enterprise Spend Platform instead of printing checks. When SunTrust receives a payables file from you for Enterprise Spend Platform Payables Manager Module, we will divide the file into Supplier Initiated Payments (SIP) and Buyer Initiated Payments (BIP). Using SIP (sometimes called the "pull" method of payment), we increase the credit limit of the card assigned to each merchant for the exact amount approved by you and we email a remittance advice to each merchant informing them to process the card payment. When the card transaction is processed by the merchant, it comes back into Enterprise Spend Platform through the network and auto-closes the transaction. An optional file of these closed transactions can be sent to your AP system to close the request you sent through Enterprise Spend Platform Payables Manager Module. With SIP the vendor keeps the card number on file.



5. Describe your disaster recovery plan to include specific plans related to servicing the City in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.

Recovery and Contingency Plan

As with all large financial organizations, SunTrust's business continuity plans and procedures are highly regulated. This means that at any point in time, SunTrust is subject to detailed audits by the Federal Reserve Bank, Securities and Exchange Commission, established independent third parties, and by dedicated internal audit staff on a continuous basis year after year.

The SunTrust Business Continuity program provides for enterprise-wide planning and testing to enable SunTrust to continue essential operations in the event of a business disruption. Business continuity addresses both the recovery of business processes as well as the associated technology. Recovery plans are tested and reviewed for compliance on an annual basis.

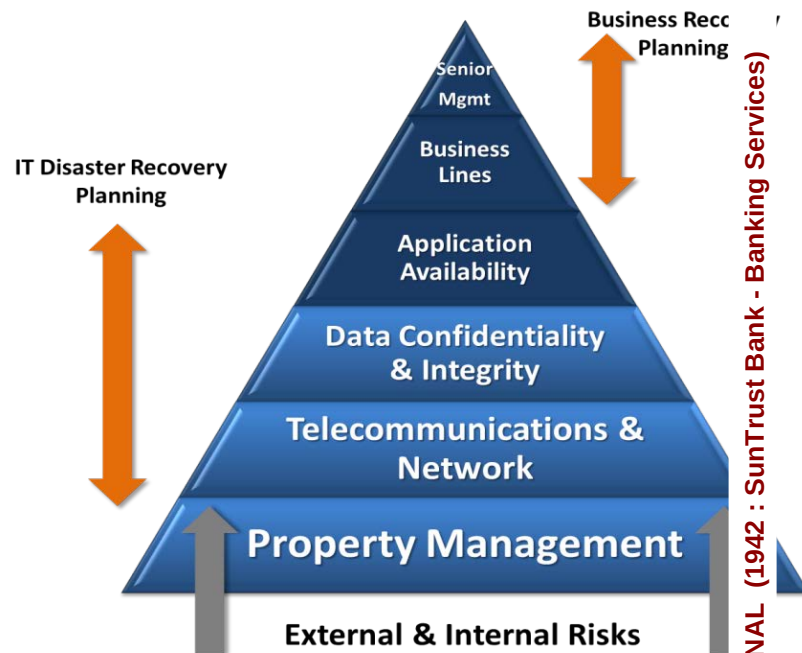
SunTrust has a corporate-wide Business Continuity policy that clearly and concisely delineates the scope, roles, and responsibilities. The scope of this document includes business impact analysis, threat assessment, recovery prioritization, testing, training, and employee awareness. Additionally, Business Continuity standards, procedures, and guidelines are documented in support of the policy to assure efficient and effective manageability of business continuity efforts. SunTrust must comply with all applicable laws and regulations, and will continue to take reasonable and necessary steps to maintain appropriate safeguards to protect against business disruption.

Our ability to support your company with uninterrupted service will never waver, regardless of the circumstances. These exceptions would be assessed on a case-by-case basis and evaluated by the type of request. Your first point of contact will be your Treasury Sales Officer, who will work with SunTrust Operations and Product Management to assess how we will be able to assist your company. Your Treasury Sales Officer will work with you to determine the best approach to minimize service interruption in case of a disaster within your organization.

6. Describe your web based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll. Describe the security features to include user identification and password maintenance. Include any other features that may be useful to the City.

Online Treasury Manager – Overview

Our Online Treasury Manager (OTM) solution can help you optimize cash flow, manage liquidity, and have easy access to vital financial information. OTM is a comprehensive solution that we can tailor to meet your needs.





OTM is a web-based tool that provides numerous reporting capabilities, flexible transaction initiation options, and customizable reports. Through OTM, you can access 186 days of balance and transaction history and up to seven years of transaction images. Reports are available for download, export, and easily integrated into your ERP system. All reports are easily customizable to provide you valuable data on a daily or weekly basis to manage your business.

We are committed to developing and enhancing products to meet the changing needs of our clients. We regularly rate and measure our services against leading competitors to ensure that we are providing state-of-the-art solutions.

The many features of Online Treasury Manager include:

Balance Reporting/Electronic Report Delivery

- Information reporting available at 7:00 a.m. ET with 186 calendar days of history
- Prior day and current day reporting of balance, summary and detail transaction data
- Current day positive pay, including teller positive pay
- Pre-formatted special reports for ACH, EDI and Positive Pay

ACH Initiation

- Direct deposit for paying your employees
- Federal and state tax payments
- Payments to vendors, including EPN 820 payment types
- Pre-authorized debits to your customers' accounts for products or services delivered
- Comprehensive transaction reports

Account Transfer

- Moves funds between your accounts at SunTrust on a real-time basis, including many-to-one and one-to-many account transfers
- Provides for set up of future-dated and scheduled transfers

Wire Transfer Initiation

- Repetitive and free-form wire transfers
- Domestic and international payments
- U.S. dollar or foreign-denominated currencies
- Real-time wire transfer reporting
- Batch wire import capability

Stop Payment

- Image-enabled check status inquiry
- Options to initiate stop payments on single or multiple checks and check number range
- Capability to cancel previously placed stop payments
- Stop payment activity reports

Online Image Services

Items	Status
Wire Payments	5 Pending Approval
Account Transfers	3 Pending Approval
ACH Payments	5 Pending Approval
Templates	1 Transfer Templates Pending Approval
Positive Pay	25 Open Items 0 Pending Approval

Information Reporting | Payments | Account Transfers | Services

Today's Business Dashboard
Use this screen to view key business information, and to access relevant modules.

Information Reporting | Payments | Account Transfers | Services

Page Created Wed, 13 Aug 2015 14:38:42 EDT

Privacy & Security | Terms & Conditions | Copyright 2015 SunTrust Bank. All rights reserved. | Equal Housing Lender - Member FDIC



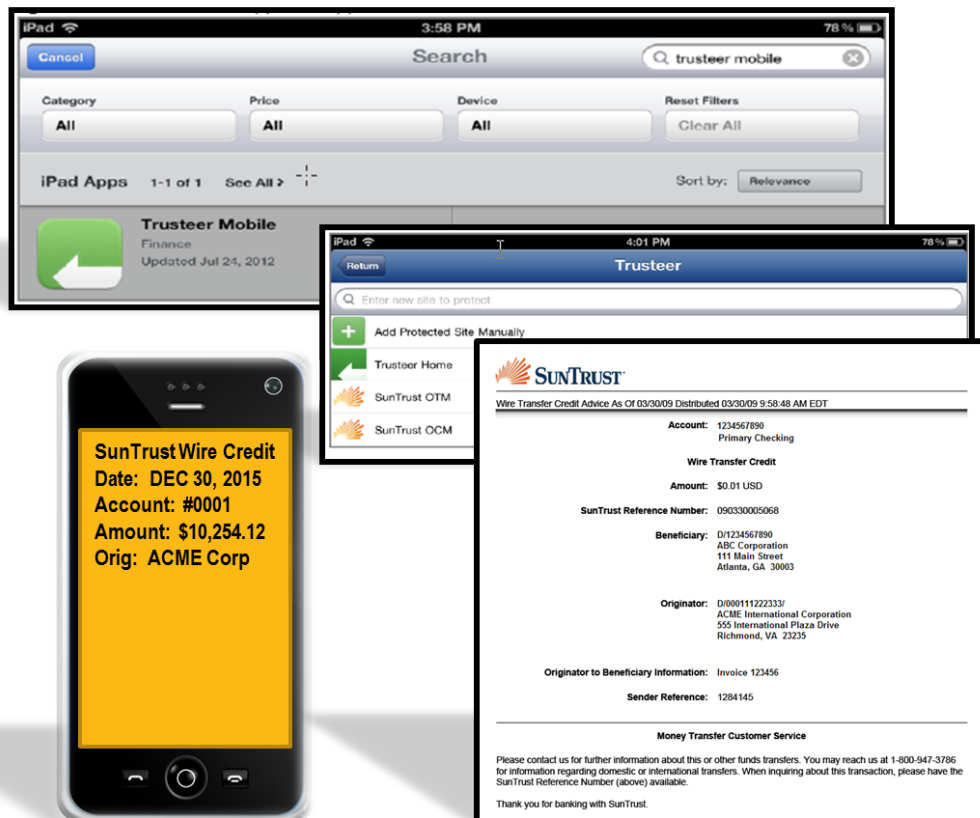
- Searchable image archive of nearly all paper-based transactions, including paid checks, deposit tickets and deposited items, and account adjustments
- Images available through the Information Reporting service in Online Treasury Manager for up to 7 years
- Fully integrated online images accessible throughout other Online Treasury Manager services, such as balance reporting, image search, stop payment and positive pay
- Flexible image display to zoom in or out, rotate, adjust image brightness and/or contrast, or print and save your images
- Return item images are available in the information reporting service in Online Treasury Manager.

Positive Pay

- Exception reports containing positive pay items that do not match check issue records
- Exception reports containing payee name verification items that do not match the payee name in your check issue records
- Images of positive pay and payee name verification exception items accessible for viewing directly from the report
- Online Pay/Return decisions
- Online entry of manual issue or void records
- Exception alerts email or cell phone to notify when exception items are available

Online Treasury Manager – Mobile Capabilities

Clients can perform many OTM transactions on their mobile devices, as well as receive alerts.



- Clients can access OTM by downloading the secure Trusteer Mobile App on their iPhone, iPad, or Android device.
- OTM mobile tasks include approving wires and ACHs, and decision Positive Pay items.
- Wire advices can arrive in your email inbox or on your mobile device as an SMS text when a wire transfer is received or sent using SunTrust Online Courier.

Security

SunTrust has multiple security features to protect your funds and information.

User IDs and Passwords

Client access Online Treasury Manager and SunTrust Online Courier through three elements of a unique security code:

Company ID

- A unique ID that is automatically generated by the system

User ID requirements:

- Creation of a new password with first time access

Password requirements:



- Must contain at least six characters; at least one must be an alpha character and at least one must be a numeric character.
- Change of password every 30 days.
- Re-use of the previous three passwords is prohibited.

Due to the additional security surrounding wire transfers, authorized users must enter an individual Personal Identification Number (PIN) to release the wire.

SunTrust uses several additional, independent mechanisms to protect your accounts. Unless specifically stated, the additional mechanisms below apply to both Online Treasury Manager and SunTrust Online Courier.

Encryption: We protect all communication, including the entry of all required IDs and passwords, through 128-bit encryption. To prompt encryption, the SunTrust application website will require acknowledgment of secure connection prior to inputting your user ID and password.

Time Out: The system times out and suspends access when your session is idle for more than 30 minutes. Connection remains during the time out period. Access is regained by re-entering your user password.

Firewalls and Network Security: Firewalls, routers and special computer systems provide multi-layered network security to prevent unauthorized access through SunTrust computer systems. Secure virtual tunnels link secure application servers to SunTrust host computer systems. Users never have direct access to SunTrust computer systems containing non-public information.

Security Challenge Questions: Online Treasury Manager requires Users to choose and answer three Security Questions on initial sign-on. If the system identifies uncharacteristic behavior, Users are prompted to answer these questions to access the application.

Trusteer Rapport: Online Treasury Manager works with Trusteer Rapport, highly respected software, to help provide an added layer of protection for your company's online sessions. This downloadable, complementary software is installed on a user's PC to provide:

- URL/site authentication
- Reporting services
- Keystroke encryption
- Pharming and session hijacking protection
- Financial malware deactivation and/or removal

Trusteer Rapport complements security measures such as firewalls and anti-virus software, but does not replace them.

Audit Reports by User Profile: Security administrators have access to detailed User Profile and User Activity Reports. These reports can be exported and saved for audit reporting purposes.

User Profile Report provides details about User entitlements, services, accounts, and payment/approval limits. User Activity Report includes detailed information about the daily activity audit log for each use, including payment and template creation, approvals, deletions, and positive pay exception decisions.

Dual Approval and Segregation of Duties: Dual approval is a feature for transaction-initiation services in Online Treasury Manager, such as account transfers, ACH payments, and wire transfers. Dual approval requires one user to initiate a transaction and a different user to approve the release of the transaction. By



segregating duties, users reduce the risk of compromised sign-on credentials, which often leads to unauthorized access.

Dual approval is highly recommended to initiating ACH and wire transactions in Online Treasury Manager.

Dual Administration of User Entitlements: Dual administration is also a feature for the security administrator function in Online Treasury Manager. This control requires tasks such as setting up new users, making changes to passwords, and creation of user entitlements to be submitted as a pending status. Another authorized administrator is required to approve the takes changes to go into effect.

SunTrust provides an Online Treasury Manager ***Security Checklist-At a Glance***, which describes procedures and features you can employ to help you mitigate the risk of fraud and unauthorized access to your accounts and information.

7. Describe the current requirements for utilization of the Bank's Internet banking, including browser type and version, operating system (if applicable), and whether client software and/or dedicated hardware is required.

The following web browser versions are supported for Online Treasury Manager and other Internet-based online cash management services from SunTrust.

- Internet Explorer 6.0 and up
- Firefox 3.01 or higher
- Adobe Acrobat Version 7.0 or higher is required to view reports.

We are committed to developing and enhancing products to meet the changing needs of our clients. As new web browsers and operating systems are developed, we will continue to analyze and determine to certify the new software for our products based on our clients' needs and the direction of the industry. No additional hardware is required.

8. Describe any other technology requirements that would be required by the City.

There are no additional requirements.

9. Please provide a direct contact for technology questions in regard to this proposal. This contact should be someone who has specific knowledge of the Bank's technology requirements. Online banking, search tech support.

Our Technical Services Group handles support for software and internet-based applications. SunTrust employs professionals with expertise in computer hardware, software, and communications. The Technical Services Group is available to respond to any of your technical questions from 8:00 a.m. to 6:00 p.m. ET Monday through Friday on bank business days. You can contact them at 877.785.6925.



10. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.

Within seconds of entering your request, you can access images of paid and deposited items, deposit tickets, and paper adjustment transactions through the Balance Reporting service in Online Treasury Manager. The Balance Reporting service retains images of paid items, deposit tickets, and deposited items for up to seven (7) years.

If you need to request research from SunTrust, contact your Treasury Management Client Services Specialist. The Specialist will research the item to determine its resolution. In many cases, photocopy requests can be resolved on a same-day basis, often during your initial call. For more complex inquiries, the research request may be forwarded to the SunTrust Research Department for resolution. If it is determined that resolution will take longer than 24 hours, the Specialist will provide you with an estimated time for completion. If an adjustment is necessary, it will be posted to your account and an advice will be forwarded by mail for your records.

**11. Provide a holiday schedule for the current year.**

2016	
Friday, January 1	New Year's Day
Monday, January 18	Martin Luther King, Jr.
Monday, February 15	Presidents' Day
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Columbus Day
Friday, November 11	Veterans Day
Thursday, November 24	Thanksgiving Day
Monday, December 26	Christmas Day

12. Describe your financial condition, stability of current conditions, and track record of effective management decisions. Indicate your rating as reported by a nationally recognized rating agency.

The financial stability of the bank is sound. SunTrust Regulatory Capital Ratios* are significantly above “Well Capitalized” Levels. Additionally, our liquidity position is strong, supported by a solid level of core deposits and a high quality investment portfolio. Net Income is up 9% and our Return on Assets increased from 0.97% to 1.02% from 2014 to 2015. SunTrust’s Asset Quality Performance is strong and our Non- Performing Loan Ratio and Net Charge-off Ratio compare favorably to peers.

Financial performance highlights of SunTrust Banks, Inc. as of December 31, 2015:

Total Assets	\$191 billion
Capital Ratios*	
Total Capital Ratio	12.55%
Tier 1 Capital Ratio	10.80 %
CET1 Ratio	9.95%
Market Capitalization	\$21,793 million

** The above current period Capital Ratios are estimated as of the January 22, 2016 earnings release date.*

The *First Quarter 2016 Earnings Report* was released on April 22, 2016. These reports and other information can be obtained from www.suntrust.com using the “About Us” and “Investor Relations” options. Select Regulatory Filings from the Investor Relations page to access Annual Reports, SEC filings, Bank Call Reports, and Reg. F information.



Ratings

As of May 25, 2016

	Moody's Investors	Standard & Poor's	Fitch
Bank Ratings			
<u>Long Term Ratings</u>			
Deposits	A1	A-	A
Senior Debt	Baa1	A-	A-
Subordinated Debt	Baa1	BBB+	BBB+
<u>Short Term Ratings</u>			
Deposits	P-1	A-2	F1
Corporate Ratings			
<u>Long Term Ratings</u>			
Senior Debt	Baa1	BBB+	A-
Subordinated Debt	Baa1	BBB	BBB+
Preferred Stock	Baa3	BB+	BB
Ratings Outlook	Stable	Stable	Stable

13. Include a sample of any service agreements your bank requires.

Please refer to Appendix, Tab 1 for a copy of our service agreements.



14. Include samples of a monthly bank statement and analysis statement.

Sample of SunTrust's Monthly Bank Statement



Sample Check Enclosure Bank Statement

SUNTRUST BANK
P O BOX 622227
ORLANDO, FL 32862-2227

PAGE 1 OF X
##/XXX/YYYY/90 /60
606700003333
07/31/2005

SUNTRUST

XYZ COMPANY
805 MAIN STREET
DAYTONA BEACH, FL 32114

Account Statement

Questions? Please call
1-800-796-8767

THANK YOU FOR BANKING WITH SUNTRUST. TO LEARN MORE ABOUT HOW SUNTRUST CAN MEET YOUR FINANCIAL SERVICES NEEDS, PLEASE VISIT OUR WEBSITE AT WWW.SUNTRUST.COM

Account Summary	Account Type	Account Number	Statement Period	Taxpayer ID
	ANALYZED BUSINESS CHECKING	00070000033333	07/01/2005 - 07/31/2005	XX-XXX-XXXX
Description	Amount	Description	Amount	
Beginning Balance	\$80,172.43	Average Balance	\$97,121.75	
Deposits/Credits	\$46,822.58	Average Collected Balance	\$97,118.52	
Checks	\$18,444.08	Number of Days in Statement Period	31	
Withdrawals/Debits	\$0.00			
Ending Balance	\$117,550.03			

Deposits/Credits	Date	Amount	Serial #	Date	Amount	Serial #
	07/07	100.00		07/21	46,722.58	
			DEPOSIT			DEPOSIT
Deposits/Credits: 2				Total Items Deposited: 8		

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	0101	335.00	07/01	0110	2,900.00	07/07	0116	255.60	07/19
	0103*	46.38	07/08	0111	228.98	07/08	0119	45.04	07/22
	0104	518.00	07/05	0112	1,176.46	07/07	0120	181.00	07/22
	0105	39.26	07/07	0113	407.90	07/22	0121	2,059.94	07/25
	0106	172.50	07/08	0114	518.00	07/21	0122	6,500.00	07/22
	0107	54.32	07/06	0115	190.71	07/29	0124*	67.46	07/26
	0108	295.00	07/05	0116	277.63	07/21	0125	1,837.00	07/22
	0109	119.58	07/05	0117	217.22	07/22			
Checks: 23				*Break in check sequence					

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	07/01	88,837.43	88,837.43	07/21	129,056.30	129,056.30
	07/05	87,904.85	87,904.85	07/22	119,866.14	119,866.14
	07/06	83,850.53	83,850.53	07/25	117,808.20	117,808.20
	07/07	83,834.81	83,734.81	07/26	117,740.74	117,740.74
	07/08	83,384.95	83,384.95	07/29	117,550.03	117,550.03
	07/19	83,129.35	83,129.35			

Member FDIC

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Sample Account Analysis Consolidated Statement

SUNTRUST BANK
P.O. BOX 4418, MAIL CODE 1848
ATLANTA, GEORGIA 30302

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16/02/062

XYZ COMPANY
805 MAIN STREET
NASHVILLE, TN 32245-2341

ACCOUNT ANALYSIS STATEMENT

Settlement Cycle:
Charge Monthly

Relationship and Account Information				
Account Type	Relationship Number	Account Number	Statement Period	Center/Office
Relationship Summary	0070001111111		June, 2005	2340099/101
Accounts Included in Relationship				
0007000033333	0039001111111	0039002222222		0070001111111
0084000011111	0098002222222	0098003333333		0189001111111
0417900333333	1000001234567	1000002345671		1000003456712
Balance and Compensation Summary				
AVERAGE POSITIVE LEDGER BALANCE			706,102.74	
AVERAGE LEDGER BALANCE			706,102.74	
LESS: AVERAGE FLOAT			453,873.24	
AVERAGE COLLECTED BALANCE			252,229.50	
AVERAGE NEGATIVE COLLECTED BALANCE			0.00	
AVERAGE POSITIVE COLLECTED BALANCE			252,229.50	
LESS: 10.00% RELATED RESERVES			25,222.95	
AVERAGE AVAILABLE BALANCE			227,006.55	
VALUE OF APPLICABLE AVAILABLE BALANCE 1.58%			294.80	
LESS: BALANCE BASED CHARGES			1,028.34	
NET ANALYSIS POSITION			(1,333.54)	
BALANCE BASED AMOUNT CHARGED TO 0070001111111			1,333.54	
FEE BASED AMOUNT CHARGED TO 0070001111111			10.00	
ADDITIONAL BALANCES REQUIRED TO COVER SERVICES			1,140,982.17	
SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	TOTAL EXPENSE	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
ACCOUNT MAINTENANCE - MONTHLY	12	17.0000	204.00	174,542.90
STOP PAYMENTS	1	32.0000	32.00	27,379.28
DEPOSITS CREDITED	28	0.8000	22.40	19,165.49
ON US ITEMS	54	0.0850	4.59	3,927.22
CLEARINGHOUSE ITEMS	803	0.0950	76.29	65,273.91
ITEMS PAID	42	0.1500	6.72	5,749.65
ELECTRONIC DEBITS POSTED	262	0.1500	41.92	35,866.85
MISCELLANEOUS SERVICES	1	10.0000	10.00 F	8,556.02
			987.92	940,481.32
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	50.0000	50.00	42,780.12
ZBA SUB ACCOUNT	9	15.0000	135.00	115,506.33
			185.00	168,286.45
LOCKBOX SERVICES				
LBX MAINTENANCE - MONTHLY	1	115.0000	115.00	98,394.28
IMG LBX ITEMS SCANNED	42	0.1500	6.30	5,390.30
			121.30	103,784.58



15. In addition to the services described, provide information for optional/other services that the proposer feels may be of interest to the City.

Our goal is to offer you greater visibility and control over your working capital. It is a SunTrust strategic priority to commit ongoing investment in technology and other resources to ensure exceptional treasury solutions. We are significantly investing in and refining our products to the City of Edgewater's evolving needs. As a result, we recommend the following innovative solutions:

Online Check Deposit

We recommend using Online Check Deposit, which will allow you to scan checks received and transmit the image for deposit electronically. With a small, simple check scanner and a PC, you can deposit checks from any of your business locations without leaving the office. You will receive same-day credit for deposits made by 10:30 p.m. ET. Check images are unified into a single workflow for ease of back-office processing. This allows you to easily monitor bank deposits and maximize cash flow.

Cash and Virtual Vault Services

In partnership with Brinks, a highly respected armored courier company, SunTrust supports armored courier service (client contracted) to over 100 vault locations and 1 vault location in your market. Each location processes check, currency and coin deposits, and fulfills cash orders.

Virtual Vault combines cash vault services, secure armored transportation and information reporting through Online Treasury Manager. Virtual Vault accepts cash-only, check-only and mixed cash-and-check commercial deposits for same-day vault deposit credit.

We recognize you often receive currency and coin as part of your operations. Virtual Vault is an ideal service for end-to-end cash processing, and has robust security features, so your employees are not burdened with the responsibility of making cash deposits.

Full Account Reconciliation

The Full Account Reconciliation service is a fully automated solution for reconciling paper checks issued by you. Whenever you issue a batch of checks, you send SunTrust a check issue file. This file contains the account number, serial number, issue date, amount, and any other optional information such as the payee name. After deposited checks are routed back to SunTrust for payment, we automatically reconcile your account by matching those checks against the check issue file you previously sent to us. This automated system dramatically minimizes how much time you and your staff must invest in the reconciliation process.

Scannable Lockbox

Scannable Lockbox is an information and check collection service that improves cash flow by accelerating the collections process. Designed primarily for organizations that collect a high volume of lower-dollar checks, Scannable Lockbox payments are typically accompanied by a remittance coupon that includes all the necessary information to update your accounts receivable platform. Scannable Lockbox automates the collection, processing, and deposit of checks and credit card payments. Scannable Lockbox also provides you with timely reports so you have the information you need to make better cash management decisions and eliminates the time your staff must spend processing receivables. The result is faster access to your cash receivables, improved information reporting, and improved efficiency.



Online Courier

Online Courier is an information delivery service that automates the delivery of balance and transaction reporting. By automatically delivering financial information, the service helps to streamline processing by facilitating the integrating information into back office systems.

Information Available Through Online Courier

Balance and Transaction Reporting	• SunTrust accounts: current day and prior day balances and transactions • Multi-location reporting for clients with multiple locations using zero balance accounts • Multi-bank reporting (data exchange) • Cash Position Report	
Reports Service	• Controlled Payment Reconciliation Reports ▪ Disbursement Totals Report ▪ Recap of Posted Items Report ▪ Daily Presented Reject Report ▪ Outstanding Mismatched Paid Items Detail Report ▪ Daily Stop Report ▪ Monthly Escheated Issues Audit Report ▪ Monthly Escheated Issues Funding Sources Report	• ACH-EDI Report • ACH Customer Activity Report (CAR) • ACH Fraud Control • ACH Returns • Return Items Report • Image Cash Letter Image Quality Adjustment Report
Bank Statements	• DDA and Signature Advantage Activity Statements • Account Analysis Statements • Business Sweep Summary Statements, and Investment and Loan Activity Confirmations	
Alerts Service	• Balance alerts are emailed or faxed notifications containing your account balance (Closing Ledger, Opening Available, or Collected Balance) which are sent when the balance exceeds or goes below the designated threshold. • Transaction alerts are emailed or faxed notifications which are sent when certain current-day transactions memo-post to your account. Examples include ACH credits and debits, and wire advice and debits.	



16. How many times have you missed notification deadlines and by how much in a recent ninety day period?

We always strive to ensure you receive the information you need in a timely manner. Online banners through Online Treasury Manager (OTM) and email alerts in SunTrust Online Courier are our standard notification method for all clients.

In the case that information delivery is delayed, we will notify you within a timely manner of the missed deadline through our standard methods.

If you are unable to access your online services for any reason, *Susan Henry*, your Client Services Specialist can help obtain the required information until your access is restored.

17. Do you have an established maximum dollar value limit that may not be exceeded by an individual check? Do you have any restrictions regarding individual check amounts?

No.

18. What procedures will be used to resolve overdrafts caused by funding failures as a result of improper funding from the City? As a result of the bank's error or delay in notification?

Susan Henry, your Client Services Specialist, handles all overdrafts. Susan works directly with you to resolve the overdraft and alert your SunTrust Relationship Manager.

If the cause of the overdraft is due to an issue related to the SunTrust system or the Federal Reserve System, which results in overdrafts for multiple clients, we will provide general information about the issue through banner messages in Online Treasury Manager. If the issue is related to only your account, *Susan Henry* will contact you directly by phone.

19. What is your bank's policy on daylight overdrafts?

SunTrust closely monitors the bank's daylight overdraft position as inbound and outbound wire transactions flow through the system. If a daylight overdraft should occur, the SunTrust wire system would suspend all wires until the bank's daylight overdraft position at the Fed is funded. If the daylight overdraft is in a client's account, the client's wire would suspend until the overdraft position is funded or approval to release the wire is received from management. Reasonable assurance that wire transfers will not be delayed is provided by the SunTrust wire system, which polls the SunTrust account at the Federal Reserve every 15 minutes for available funds and releases wires automatically when funds are available. This polling of the account enables management to know and react quickly any time a daylight overdraft should occur.



20. Explain your institution's capabilities and experience in transmitting account reconciliation information.

We currently communicate through several value-added networks. We support EDI ASC X12 transaction sets for transmission files and offer BAI-2, proprietary and EDI files. Online Treasury Manager offers BAI-2, text (report format), CSV, and a SunTrust proprietary CSV format. SunTrust Online Courier offers BAI-2, text (report format), XML, CSV, and a SunTrust proprietary CSV format. SunTrust is planning to support additional protocols such as IFX in the future.

Managed File Transfer is our primary web-based service for receipt and delivery of files. You can send or receive files using your internet browser or File Transfer Protocol (FTP) software. SunTrust offers pre-written scripts that integrate our Managed File Transfer service with some of the more popular FTP applications. Our servers are protected behind firewalls, and all sessions are subject to session time-outs. We also use Secure Socket Layer (SSL) and 2048-bit data encryption to protect your data from unauthorized access.

21. The City requires staff be able to download bank statements within two (2) business days from the end of the month. How long will bank statements be available to view or download online?

You can view your bank statements one to two business days following month end through Online Courier.

22. In a week where there are no holidays, what is the latest possible time that the City may submit a valid ACH payroll file to ensure that its employees are paid Thursday morning? For example, by 5 p.m. Wednesday. If the City submits a valid ACH approved file by this time and for some reason the bank were to fail to process it, would the bank assume the responsibility of wiring funds to the City's employees?

We recommend you submit credit files by 10:30 a.m. ET to ensure recipients have access to funds at the opening of business on the effective date, because certain institutions may not memo-post credits at the opening of business the next day if the file is submitted after that time. Please submit a valid ACH payroll file by 10:30 a.m. ET on Wednesday to ensure that your employees are paid by Thursday.

The bank will work with the City to expedite the file with minimum impact to the City and its employees.

**23. Please list any other services that the bank would offer City employees.**

SunTrust offers a variety of checking accounts to fit your specific needs. Your employees will have access to financial services that helps them save time, make progress toward their financial goals, feel more confident, and secure about their financial wellbeing. Your branch manager can discuss the banking services and account packages that can be customized for your employees based on their financial needs. We look forward to the opportunity to discuss your options in detail.

SunTrust offers a variety of checking accounts to fit your specific needs. Your employees will have access to financial services that helps them save time, make progress toward their financial goals, feel more confident, and secure about their financial wellbeing. Your branch manager can discuss the banking services and account packages that can be customized for your employees based on their financial needs. We look forward to the opportunity to discuss your options in detail.

Additionally, SunTrust offers a full array of online tips and tools to enable individuals to build the financial confidence to live a life well spent. Visit the SunTrust Resource Center at www.suntrust.com/ResourceCenter/personal-banking then take a step toward financial confidence at www.onUp.com and join the movement onward and upward!

24. When City staff needs assistance with online banking, will City be able to speak with a designated technical support person? If so, who is this person? How many commercial accounts does this person support?

Client Services Specialists are responsible for several clients, generally of the same sales size and/or geographic region. A Specialist will typically support the clients assigned to one or more Treasury Sales Officers, with the number of accounts supported determined by the complexity of the account relationship, number of accounts, types of services, number of divisions/subsidiaries involved, etc. Our Specialists are highly skilled individuals who are familiar with the full range of treasury products and are capable of handling all levels of treasury management service support needed by our clients. Susan Henry will be your designated person of contact for assistance with online banking. She will engage technical support as needed.

Designated Commercial Online Banking Technical Support Person for the City of Edgewater:

NAME Susan Henry

Phone Number: (866) 448-6394 ext. 1006367



Tab VIII - Price Proposal

Proposer's Name/Firm:

SunTrust Bank

		Estimate d	Unit Price Per Item	Total Price
	DEMAND DEPOSIT SERVICES			
1	ACCOUNT MAINTENANCE - MONTHLY	3	\$ 7.000000	\$ 21.00
2	DEPOSITS CREDITED	20	\$ -	\$ -
3	ELECTRONIC CREDITS POSTED	205	\$ 0.110000	\$ 22.55
4	ITEMS DEPOSITED	3493	\$ 0.060000	\$ 209.58
5	ITEMS PAID NOT ENCLOSED	15	\$ 0.100000	\$ 1.50
6	ELECTRONIC DEBITS POSTED	17	\$ 0.110000	\$ 1.87
	ZERO BALANCE SERVICES			
7	ZBA MASTER ACCOUNT	1	\$ 10.000000	\$ 10.00
8	ZBA SUB MOUNT	1	\$ 12.500000	\$ 12.50
	RETURNED CHECK SERVICES			
9	DEPOSITED ITEM RETURNED	4	\$ 2.500000	\$ 10.00
10	RETURN ITEMS - FAXED COPIES	4	\$ -	\$ -
11	RETURN ITEMS - MAKER REASON	4	\$ 1.000000	\$ 4.00
	SERVICES			
12	BRANCH CASH OTC DEPOSIT/\$1000	87	\$ -	\$ -
	ARP SERVICES			
13	POSITIVE PAY MISMATCH ITEM	3	\$ 6.000000	\$ 18.00
14	ARP AUTO D/T TO BANK/TRAN	2	\$ 7.500000	\$ 15.00
15	ARP AUTO D/T TO BANK/RCRD	19	\$ 0.015000	\$ 0.29
16	BASIC POSITIVE PAY - BASE	1	\$ 40.000000	\$ 40.00
17	BASIC POSITIVE PAY - ITEM	154	\$ 0.020000	\$ 3.08
18	PAYEE NAME VERIFICATION ITEM	157	\$ 0.035000	\$ 5.50
	ACH SERVICES			
19	ACH MONTHLY MAINTENANCE	2	\$ 30.000000	\$ 60.00
20	ACH FILE TRANSMISSIONS, SELF	4	\$ 8.000000	\$ 32.00
21	CONSUMER PPD DEBITS ORIGINATED	1973	\$ 0.060000	\$ 118.38
22	CONSUMER PPD CREDITS ORIGINATED	543	\$ 0.060000	\$ 32.58
23	CORP DEBITS ORIG CCD, CCD+CTX	8	\$ -	\$ -
24	ACH EXCEPTION PROCESSING	1	\$ 10.000000	\$ 10.00
25	ACH RETURN ITEM	2	\$ 3.000000	\$ 6.00
26	ACH NOC ITEM	10	\$ 4.000000	\$ 40.00
	ACH FRAUD CONTROL			
27	ACH FRAUD CNTRL MONTHLY MAINT	1	\$ 15.000000	\$ 15.00
	EDI SERVICES			
28	EDI TRANS L REP RT OTM & COURIER	1	\$ 3.250000	\$ 3.25
	WIRE TRANSFER SERVICES			
29	WIRE TRSF MONTHLY MAINT/ACCT	1	\$ -	\$ -
30	W/T OUT REP (OTM PC WIRE)	10	\$ 4.000000	\$ 40.00
31	W/T OUT NON-REP (OTM PC WIRE)	13	\$ 6.000000	\$ 78.00
32	W/T INCOMING	1	\$ 6.500000	\$ 6.50
33	W/T INTERNAL REP (OTM PC WIRE)	1	\$ 6.000000	\$ 6.00
34	W/T INTERNAL NON-REP OTM WIRE	1	\$ 6.000000	\$ 6.00



Proposer's Name/Firm:

SunTrust Bank

ONLINE TREASURY MANAGER				
35	OTM/VOLC MAINTENANCE FEE	1	\$ 60.000000	\$ 60.00
36	OTM/VOLC PRIOR DAY SEW/PR MNTH	1	\$ -	\$ -
37	OTM/VOLC PRIOR DAY PER AC MAINT	3	\$ -	\$ -
38	OTM/VOLC PRIOR DAY PER ITEM DTL	470	\$ -	\$ -
39	OTM/VOLC CUR DAY SERV/PER MNTH	1	\$ -	\$ -
40	OTM/VOLC CUR DAY PER ACCT MAINT	3	\$ -	\$ -
41	OTM/VOLC PER ITEM DTL	261	\$ -	\$ -
42	OTM/VOLC SPECIAL RPT MNTH MAINT	1	\$ -	\$ -
43	OTM/VOLC ACH-EDI/PER RPT	20	\$ 1.000000	\$ 20.00
44	OTM/VOLC CAR REPORT/PER RPT	4	\$ -	\$ -
45	STOP SERVICE/PER MNTH	1	\$ -	\$ -
46	STOP PAYMENT/PER STOP	3	\$ 2.000000	\$ 6.00
47	WIRE SERVICE/PER MONTH	1	\$ -	\$ -
48	IMAGE ITEM PER RETRIEVAL/PER IMAGE	12	\$ -	\$ -
ONLINE BILL CONSOLIDATOR				
49	OBC MONTHLY MAINTENANCE	1	\$ 100.000000	\$ 100.00
50	OBC PER ITEM FEE	139	\$ 0.150000	\$ 20.85
51	OBC DATA TRANSMISSION/FILE	20	\$ 5.000000	\$ 100.00
52	OBC DATA TRANSMISSION/RECORD	643	\$ 0.015000	\$ 9.65
53	OBC-EDIT/TRANSL RPT OTM/COUR	1	\$ 5.000000	\$ 5.00
Total Charges (Base Proposal)				\$ 1,150.07
ADDITIONAL ITEMS -(List not previously specified items here) *		1		
54			\$ -	\$ -
55			\$ -	\$ -
56			\$ -	\$ -
57			\$ -	\$ -
58			\$ -	\$ -
59			\$ -	\$ -
60			\$ -	\$ -
61			\$ -	\$ -
62			\$ -	\$ -
63			\$ -	\$ -
64			\$ -	\$ -
65			\$ -	\$ -
66			\$ -	\$ -
67			\$ -	\$ -
68			\$ -	\$ -
69			\$ -	\$ -
70			\$ -	\$ -
71			\$ -	\$ -
Total Charges (Base Proposal plus				\$ 1,150.0650

*** NOTE - The City will not pay any additional charges to provide the defined services if they are not specifically identified on this Account Analysis Proposal**



**SunTrust Pro Forma
Account Analysis Statement
CITY OF EDGEWATER - Volume from RFP**

Balances	
Average Positive Ledger Balance	\$10,844,484.22
Average Ledger Balance	\$10,844,484.22
Less: Average Float	\$14,886.87
Average Collected Balance	\$10,829,597.35
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$10,829,597.35
Less: 0.00% Related Reserves	\$0.00
Average Available Balance	\$10,829,597.35
Net Analysis Position	
Value Of Applicable Available Balance	\$5,326.03
Earnings Credit Rate	0.60%
Less: Balance Based Charges	\$1,150.08
Net Analysis Position	\$4,175.95
Excess Balances Available to Earn Interest	\$8,491,101.35
Interest on Excess Balances at 0.15%	\$1,043.99
Interest to be Posted To Account	\$1,043.99

Services Provided For This Period	Volume	Unit Price	Svc Charges	Bal Required
Demand Deposit Services				
3021 Account Maintenance - Monthly	3	7.0000	\$21.00	\$42,700.00
3893 Relationship Analysis Stmt	1	0.0000	\$0.00	\$0.00
3894 Analysis Deposit Account Stmt	3	0.0000	\$0.00	\$0.00
3220 Deposits Credited	20	0.0000	\$0.00	\$0.00
3268 Electronic Credits Posted	205	0.1100	\$22.55	\$45,851.67
3651 Items Deposited	3,493	0.0600	\$209.58	\$426,146.00
3880 Deposit Correction	0	6.0000	\$0.00	\$0.00
3261 Items Paid Not Enclosed	15	0.1000	\$1.50	\$3,050.00
3267 Electronic Debits Posted	17	0.1100	\$1.87	\$3,802.33
3258 Check Cashing Fee	0	0.0000	\$0.00	\$0.00
		subtotal:	\$256.50	\$521,550.00
Zero Balance Services				
36654 ZBA Master Account	1	10.0000	\$10.00	\$20,333.33
36655 ZBA Sub Account	1	12.5000	\$12.50	\$25,416.67
		subtotal:	\$22.50	\$45,750.00
Returned Check Services				
6631 Deposited Item Returned	4	2.5000	\$10.00	\$20,333.33
6452 Return Items - Faxed Copies	4	0.0000	\$0.00	\$0.00
6627 Return Items - Maker Reason	4	1.0000	\$4.00	\$8,133.33
		subtotal:	\$14.00	\$28,466.66
Branch/Night Deposit Services				
9291 Branch Cash OTC Deposit/\$1000	87	0.0000	\$0.00	\$0.00
		subtotal:	\$0.00	\$0.00
ARP Services				
63472 Positive Pay Mismatch Item	3	6.0000	\$18.00	\$36,600.00
63208 ARP Auto D/T To Bank/Tran	2	7.5000	\$15.00	\$30,500.00
63217 ARP Auto D/T To Bank/Rcord	19	0.0150	\$0.29	\$589.67

Some fees for accounts on analysis may be offset by the value of the balances in the account. Fees for additional services are available upon request. Some fees may be billed in DDA and will not appear in this pro forma. Please contact your Treasury Sales Officer or Relationship Manager for details. SunTrust Bank, Member FDIC. SunTrust is a federally registered service mark of SunTrust Banks, Inc.



Services Provided For This Period		Volume	Unit Price	Svc Charges	Bal Required
63528	Basic Positive Pay - Base	1	40.0000	\$40.00	\$81,333.33
63529	Basic Positive Pay - Item	154	0.0200	\$3.08	\$6,262.67
63532	Payee Name Verification Item	157	0.0350	\$5.50	\$11,183.33
	subtotal:			\$81.87	\$166,469.00
ACH Services					
48439	ACH Monthly Maintenance	2	30.0000	\$60.00	\$122,000.00
48447	ACH File Transmissions, Self	4	8.0000	\$32.00	\$65,066.67
48457	Consumer PPD Debits Originated	1,973	0.0600	\$118.38	\$240,706.00
48458	Consumer PPD Credits Originated	543	0.0600	\$32.58	\$66,246.00
48459	Corp Debits Orig CCD,CCD+CTX	8	0.0000	\$0.00	\$0.00
48388	ACH Exception Processing	1	10.0000	\$10.00	\$20,333.33
48383	ACH Return Item	2	3.0000	\$6.00	\$12,200.00
48384	ACH NOC Item	10	4.0000	\$40.00	\$81,333.33
	subtotal:			\$298.96	\$607,885.33
ACH Fraud Control					
54370	ACH Fraud Cntrl Monthly Maint	1	15.0000	\$15.00	\$30,500.00
	subtotal:			\$15.00	\$30,500.00
EDI Services					
78960	EDI Transl Rept OTM & Courier [1-1]	1	3.2500	\$3.25	\$6,608.33
78960	EDI Transl Rept OTM & Courier [2+]	0	0.0000	\$0.00	\$0.00
	subtotal:			\$3.25	\$6,608.33
Wire Transfer Services					
45320	Wire Trsf Monthly Maint/Acct	1	0.0000	\$0.00	\$0.00
73504	W/T Out Rep (OTM PC Wire)	10	4.0000	\$40.00	\$81,333.33
73505	W/T Out Non-Rep (OTM PC Wire)	13	6.0000	\$78.00	\$158,600.00
45343	W/T Incoming	1	6.5000	\$6.50	\$13,216.67
73506	W/T Internal Rep (OTM PC Wire)	1	6.0000	\$6.00	\$12,200.00
73507	W/T Internal Non-Rep OTM Wire	1	6.0000	\$6.00	\$12,200.00
	subtotal:			\$136.50	\$277,550.00
Online Treasury Manager					
73254	OTM/OLC Maintenance Fee	1	60.0000	\$60.00	\$122,000.00
73256	OTM/OLC Prior Day Serv/Pr Mnth	1	0.0000	\$0.00	\$0.00
73258	OTM/OLC Prior Day Per Ac Maint	3	0.0000	\$0.00	\$0.00
73260	OTM/OLC Prior Day Per Item Dtl	470	0.0000	\$0.00	\$0.00
73262	OTM/OLC Cur Day Serv/Per Mnth	1	0.0000	\$0.00	\$0.00
73264	OTM/OLC Cur Day Per Acct Maint	3	0.0000	\$0.00	\$0.00
73266	OTM/OLC Cur Day Per Item Dtl	261	0.0000	\$0.00	\$0.00
73268	OTM/OLC Special Rpt Mnth Maint	1	0.0000	\$0.00	\$0.00
73270	OTM/OLC ACH-EDI/Per Rpt	20	1.0000	\$20.00	\$40,666.67
73272	OTM/OLC CAR Report/Per Rpt	4	0.0000	\$0.00	\$0.00
73280	Stop Service/Per Month	1	0.0000	\$0.00	\$0.00
73282	Stop Payment/Per Stop	3	2.0000	\$6.00	\$12,200.00
73290	Wire Service/Per Month	1	0.0000	\$0.00	\$0.00
73294	Image Item Retrieval/Per Image	12	0.0000	\$0.00	\$0.00
	subtotal:			\$86.00	\$174,866.67
Online Bill Consolidator					
27112	OBC Monthly Maintenance	1	100.0000	\$100.00	\$203,333.33
27121	OBC Per Item Fee	139	0.1500	\$20.85	\$42,395.00
27132	OBC Data Transmission/File	20	5.0000	\$100.00	\$203,333.33
27133	OBC Data Transmission/Record	643	0.0150	\$9.65	\$19,621.67
27160	OBC-EDI Transl Rpt OTM/Cour	1	5.0000	\$5.00	\$10,166.67
	subtotal:			\$235.50	\$478,850.00
Total:				\$1,150.08	\$2,338,495.99



Tab IX - Acceptance of Conditions

The following Clarifications and Exceptions are an integral part of SunTrust Bank's Proposal in response to the Request for Proposals to Provide Banking Services for City of Edgewater (City) RFP 16-FIN-007 issued on April 29, 2016.

The SunTrust Bank banking and treasury management service agreements for the services SunTrust is offering to provide pursuant to the terms of the SunTrust Proposal and that shall apply to the services if our Proposal is accepted are either attached hereto or can be accessed by the link provided. These agreements include the SunTrust Treasury Management Master Agreement, SunTrust Treasury Management Terms and Conditions (available at www.suntrust.com/treasuryterms by entering password tm-terms1), Rules and Regulations for Deposit Accounts, the Funds Transfer Agreement, and any documents referred to in any of the foregoing. Notwithstanding any provision in the RFP to the contrary or in any standard agreement that may be included in it, it is the expectation of SunTrust that the SunTrust banking service agreements included with the Proposal shall constitute the contract for the banking and treasury management services to be provided pursuant to the RFP.

All requested services will be provided pursuant to the terms of the relevant SunTrust banking and treasury management service agreement(s) and the terms expressly set forth in the Proposal, subject to further negotiation of any such documentation or to agreements you may require. Any negotiated changes to the Proposal, any banking and treasury management service agreements, or any additional agreements you may require must be satisfactory to each party, in its discretion. SunTrust has addressed the requirements in the RFP along with certain exceptions, clarifications, or modifications relating to such requirements, and SunTrust only agrees to terms in the RFP as modified by the SunTrust Proposal. All certifications or representations required by the RFP or made in the Proposal are made to the extent of the personal knowledge, without investigation, of the individual signing the Proposal on behalf of SunTrust.

SunTrust takes exception to provisions of this RFP 16-FIN-007 and any agreement contained in it that:

- require SunTrust or any affiliate of SunTrust to indemnify or hold any person or entity harmless,
- restrict the ability of SunTrust to terminate the services,
- restrict the ability of SunTrust to amend, alter or withhold services offered,
- restrict the ability of SunTrust to amend the terms of the banking and treasury management service agreements,
- restrict the ability of SunTrust to assign the agreements to an affiliate of SunTrust or to assign them due to a change in control of SunTrust or the sale of the relevant assets used to provide the banking and treasury management services,
- restrict the use of subcontractors by SunTrust or seek to alter the form and content of the contracts with such subcontractors, or
- require SunTrust to comply with federal, state or local laws, regulations or ordinances that are not otherwise applicable to SunTrust in the ordinary course of providing banking and treasury management services.



Pg. 6, (j) – Availability of all funds shall be governed by the SunTrust banking service agreements included with the Proposal. Incoming wire transfers shall be made to the accounts for immediate credit, subject to the provisions of the SunTrust Funds Transfer Agreement and applicable provisions of the Uniform Commercial Code.

Pg. 10, # 4, Terms and Conditions of Contract – The SunTrust banking service agreements attached to the Proposal shall constitute the contract for services to be provided to the City pursuant to the RFP, subject to further negotiation by the parties. If the City requires any provisions to be added to the SunTrust banking service agreements, including any provisions, which may be required by applicable state law, SunTrust will negotiate in good faith with the City regarding such modifications to the SunTrust banking service agreements.



Tab X - Other Information/Documents

A Partnership with SunTrust offers Value

SunTrust Bank appreciates the opportunity to present the City of Edgewater with our response to your Request for Proposal for Banking Services. Our proposal will focus on describing the financial soundness of the bank, and on our expertise in providing the highest quality and most efficient banking services at a very competitive price for the City of Edgewater. We look forward to the opportunity of becoming your trusted banking partner.

The experience, services, and resources the City of Edgewater needs from a banking partner

With over 100 years of experience, SunTrust understands your unique circumstances and knows you require financial solutions that support your core objectives – and that are designed with your specific needs in mind.

- A knowledgeable and responsive **local** sales team
- Financially strong, healthy and sound bank
- Nationally recognized cash management and customer service
- Robust and technologically advanced competitive products

SunTrust backs its relationships with nearly two centuries of commitment, leadership and trust. Being a SunTrust client means a complete focus on the service, solutions and needs to build a solid foundation for success. We work to understand our clients' business flows and recognize where our services can add value in order to establish long-term relationships. The cornerstones of our business are the strengths that we bring to the marketplace when compared to the competition: Relationship, Service, Quality and Solutions. SunTrust continues to receive industry awards for exceptional treasury management products and services, along with awards across all our lines of business.

SunTrust Treasury & Payment Solution Accolades & Accomplishments

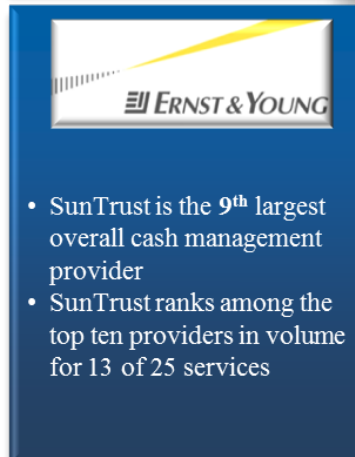
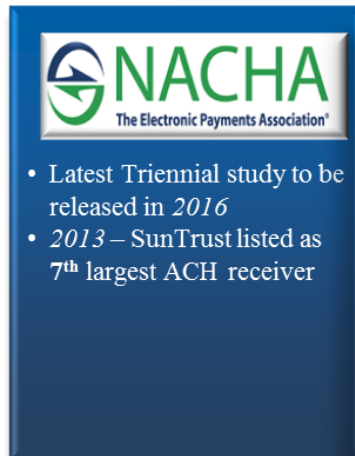
The right treasury partner can guide you in making strategic decisions that optimize a path to business success. A strong heritage of industry recognition reflects SunTrust's commitment to helping you meet your goals.





Treasury & Payment Solutions

Recognized for Excellence!



SunTrust's volume ranked within the Top 10 by Ernst & Young for 10 T&PS Product categories

- Check Clearing – Total (9th)
- Coin & Currency – Revenue (7th)



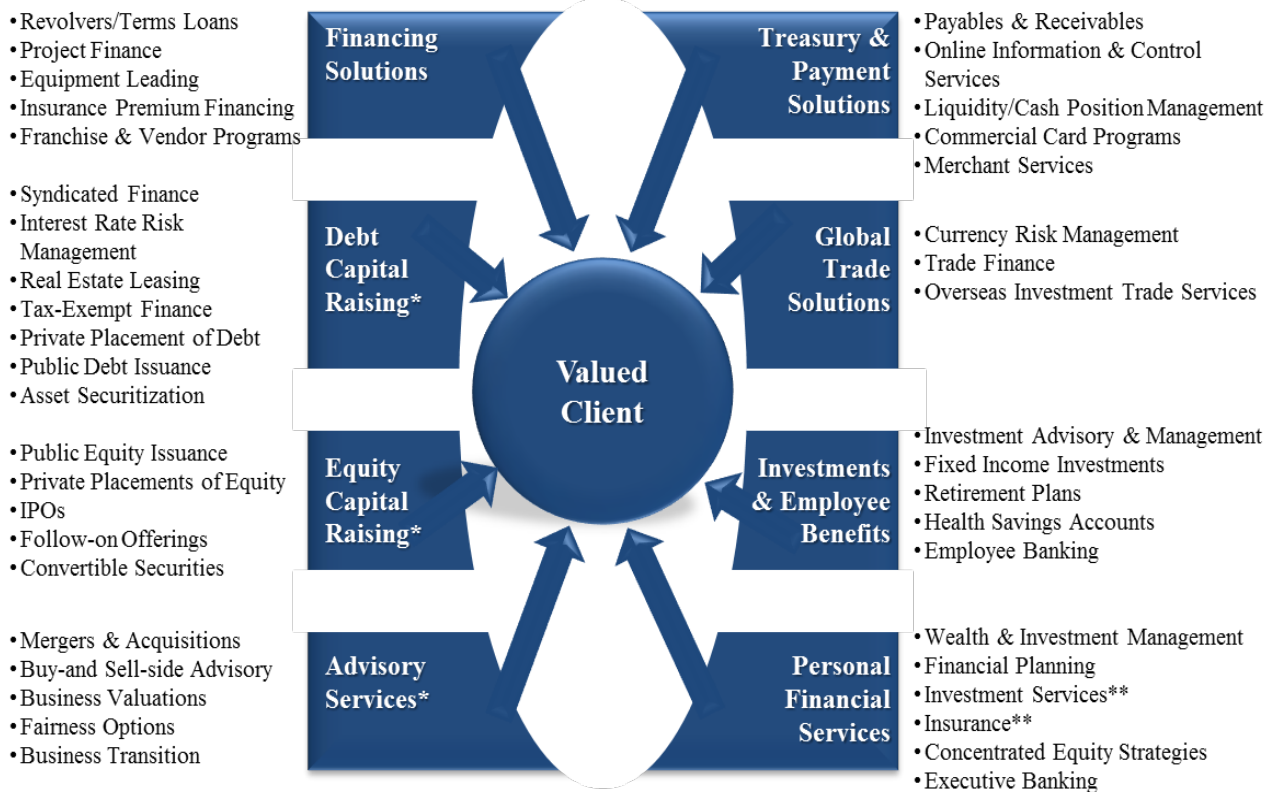


- Controlled Disbursement – Checks Paid (10th)
- Demand Deposit Accounts – Checks Paid (8th)
- EDI Initiated Payments – Electronic Payments (6th)
- Information Reporting – 2012 Revenue (8th), Total Accounts and Internet Accessed Accounts (10th)
- Cards – Purchasing Card (number of cards 10th, transaction dollars 9th), Payroll Cards (6th)
- Retail Lockbox – Remittances (9th)
- Sweep Accounts – Accounts (10th)
- Wholesale & Retail Lockbox – Remittances (10th)

Why Choose SunTrust?

A Full Suite of Capabilities

Our broad capabilities serve your business through every phase of its growth.



* Offered by SunTrust Robinson Humphrey, Inc.

** Offered by SunTrust Investment Services, Inc.



SUNTRUST Bank has been named a “Best Brand” winner for small business banking and middle market banking by Greenwich Associates, which evaluated more than 750 banks for the awards.



History

SunTrust Bank is a state member bank that has been in continuous existence since 1891. It is wholly-owned by SunTrust Banks, Inc., a major bank holding company which is publicly traded on the New York Stock Exchange, ticker symbol (STI). SunTrust Bank first started as Trust Company of Georgia in 1893. After almost a century of steady growth and stability, in July 1985, Trust Company of Georgia, Atlanta, Georgia, and Sun Banks, Inc., Orlando, Florida merged to form the bank holding company SunTrust Banks, Inc. SunTrust Bank was incorporated in the State of Georgia effective November 14, 1989.

SunTrust Banks, Inc., headquartered in Atlanta, is one of the nation's largest banking organizations, serving a broad range of consumer, commercial, corporate, and institutional clients. Through its flagship subsidiary, SunTrust Bank, the company provides deposit, credit, trust, and investment services to a broad range of retail, business, and institutional clients. Other subsidiaries provide mortgage banking, brokerage, investment management, equipment leasing, and capital market services. Atlanta-based SunTrust enjoys leading market positions in some of the highest growth markets in the United States and serves clients in selected markets nationally.

SunTrust's nearly 1,500 retail branches and 2,200 ATMs are located primarily in Florida, Georgia, Maryland, North Carolina, South Carolina, Tennessee, Virginia and the District of Columbia. In addition, SunTrust provides clients with a full selection of technology-based banking channels including online, state-of-the-art customer services centers, and through the latest mobile devices.

Nationwide Wholesale Banking Presence

Wholesale Banking has a national network of offices located in key cities





Our Treasury & Payment Solutions Division provides a broad range of solutions to meet your payables and receivable processing needs, and liquidity management solutions to optimize working capital. You will have access to professionals dedicated to your industry in which they possess a deep knowledge of your industry, which knows your challenges, and understands your needs. Through this team of industry and product experts, we will provide you with the confidence to pursue the growth that enables the City of Edgewater to reach its strategic goals.



Tab XI - Required Form Submittals



Appendices

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been ^{MB}signed and included. *Agreement to be negotiated and signed upon contract award. MB.*
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- ☒ The mailing envelope **must be sealed and marked** with Proposal Number "RFP 16-FIN-007", Proposal Title "Banking Services" and Due Date "June 7, 2016 @ 2:00 pm".
- ☒ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

SUNTRUST BANK
Company

Michelle R Baggett
Authorized Signature

Michelle R. Baggett, First Vice President
Printed Name & Title

michelle.baggett@suntrust.com
Email

200 S. Orange Avenue
Address

Orlando FL 32801
City, State, Zip Code

407-237-5723
Telephone No.

407-835-0291
Fax No.

Attachment: Exhibit 1 SunTrust - City of Edgewater - RFP FINAL (1942 : SunTrust Bank - Banking Services)

BANKING SERVICES AGREEMENT

BANKING SERVICES Request for Proposal (RFP) #16-FIN-007

THIS AGREEMENT is made and entered into this _____ day of ____, 2016, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "SERVICE PROVIDER" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #16-GS-003), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and SERVICE PROVIDER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for an initial period of five (5) years from the date of award. At the option of the parties, this Agreement may be renewed for one (1) additional five (5) year term. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the SERVICE PROVIDER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SERVICE PROVIDER will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Robin L. Matusick, City Clerk/Paralegal
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1203

For SERVICE PROVIDER:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND SERVICE PROVIDER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect SERVICE PROVIDER's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Tracey T. Barlow, City Manager

Robin L. Matusick, City Clerk/Paralegal
Dated: _____

WITNESSES:

FIRMS

By: _____
_____, _____
Dated: _____

Attachments: A. RFP #16-FIN-007

B. Firm Response to RFP

C. Scope of Service

Approved by the City Council of the City of
Edgewater at a meeting held on this _____
day of _____, 2016 under
Agenda Item No. _____.

Attachment: Exhibit 1 SunTrust - City of Edgewater - RFP FINAL (1942 : SunTrust Bank - Banking Services)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

SunTrust Bank
Company

200 S. Dray Ave
Address

[Signature]
Authorized Signature

Orlando, FL, 32801
City, State, Zip Code

Brian Orth, First Vice President
Printed Name & Title

407-237-6764
Telephone No.

Brian.Orth@SunTrust.com
Email

Fax No.

State of Florida
City of Orange Orlando

SUBSCRIBED AND SWORN to before me this 6 day of June, 2016, by Brian Orth, who is personally known to me to be the authorized signer for the Firm, OR who produced the following identification: _____

[Signature]
Notary Public

My Commission Expires: 8/20/2016



JAQUELINE I. PINERO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE828481
Expires 8/20/2016

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- ☒ Corporation/Years in Business: 125^{years}. If firm is a corporation, please list state in which it is incorporated: Georgia. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☐ Partnership/Years in Business: _____
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

SunTrust Bank, Inc.
Company

Michelle R. Baggett
Authorized Signature

Michelle R. Baggett
Printed Name & Title

michelle.baggett@suntrust.com
Email

200 S. Orange Ave
Address

Orlando FL 32801
City, State, Zip Code

407-237-5723
Telephone No.

407-835-0291
Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 16-FIN-007 - "Banking Services for City of Edgewater"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP 16-FIN-007**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 1st day of June, 2016
in the City of Orlando, in the State of FL.

SunTrust Bank, Inc.
Company

200 S. Orange Ave
Address

Michelle R. Baggett
Authorized Signature

Orlando FL 32801
City, State, Zip Code

Michelle R. Baggett, First Vice President
Printed Name & Title

407-237-5723
Telephone No.

michelle.baggett@suntrust.com
Email

Fax No.

Attachment: Exhibit 1 SunTrust - City of Edgewater - RFP FINAL (1942 : SunTrust Bank - Banking Services)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation
Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.
Bodily Injury & Property Damage
\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

☒ 4. Automobile Liability
\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage
\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

☒ 9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice required.**
- ☒ 11. **The Certificate must state the RFP Number and Banking Services.**

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

SunTrust Bank
Company

Ken Wins
Authorized Signature

Kevin Wiley - AVP
Printed Name & Title

Kevin.j.Wiley@Suntrust.com

Willis Towers Watson
Insurance Agency

Signature of Proposer's Agent

303 Peachtree St NE
Address

Atlanta, GA 30308

404-588-7595
Telephone No.

Fax No. _____

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

SunTrust Banks, Inc.

Company

Michelle R. Baggett

Authorized Signature

Michelle R. Baggett, ^{First Vice} President

Printed Name & Title

michelle.baggett@suntrust.com

Email

200 S. Orange Ave.

Address

Orlando, FL 32801

City, State, Zip Code

407-237-5723

Telephone No.

407-835-0291

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FloridaCounty of OrangeBrian Orth, being first duly sworn, deposes and says that:He/she is officer of SunTrust Bank, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SunTrust Bank
 Company

200 S. Orange Ave
 Address

[Signature]
 Authorized Signature

Orlando, FL 32801
 City, State, Zip Code

Brian Orth, First Vice President
 Printed Name & Title

407-237-6761
 Telephone No.

Brian.Orth@SunTrust.com
 Email

Fax No.

 Subscribed and sworn to before me this 6 day of June, 2016

Title

 My Commission Expires: 8/20/2016

[Signature]
 JAQUELINE I. PINERO
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# EE828481
 Expires 8/20/2016

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of a minimum of three (3) ~~four (4)~~ references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Brevard County Tax Collector
 Address: 400 South Street Suite 6 Titusville, FL 32780
 Point of Contact: Lisa Cullen
 Phone #: 321-264-6930 Email address: Lisa.Cullen@brevardtaxcollector.com
 Service(s) Provided: ZBA, Image Cash Letter, Returned Check Services, Cash Vault, Partial Reconciliation, Positive Pay, Deposit Reconciliation, Image Delivery, ACH, Wire, OTM, OLC, ACH Fraud Control, International
 Dates of Service: 1987

2. Name of Company: City of Kissimmee
 Address: 101 Church Street Kissimmee, FL 34741
 Point of Contact: Amy Ady
 Phone #: 407-518-2220 Email address: aady@kissimmee.org
 Service(s) Provided: ZBA, Returned Check Services, Branch/Night Deposits, Controlled Disbursement, Controlled Payment, Partial Reconciliation, Stale Date Control, Check Sort, ACH, ACH Fraud Control, Wire, OTM, Lockbox, OLC, Merchant, Purchasing Card
 Dates of Service: 1982

3. Name of Company: Canaveral Port Authority
 Address: 445 Challenger Road Cape Canaveral, FL 32920
 Point of Contact: Rodger Rees
 Phone #: 321-783-7831 Email address: rrees@portcanaveral.com
 Service(s) Provided: ZBA, Online Check Deposit, Branch/Night Deposits, Cash Vault, Controlled Payment, Partial Reconciliation, ACH, Wire, ACH Fraud Control, OTM, OLC, Corporate Card, Purchasing Card, Merchant
 Dates of Service: 2015

4. Name of Company: City of Melbourne
 Address: 900 E Strawbridge Avenue Melbourne, FL 32901
 Point of Contact: Sondra D'Angelo
 Phone #: 321-953-6260 Email address: sdangelo@melbourneflorida.org
 Service(s) Provided: ZBA, Online Check Deposit, Image Cash Letter, Returned Check Services, Branch/Night Deposits, Image Delivery, ACH, ACH Fraud Control, Wire, OTM, International, Purchasing Card, Automated Payables, Merchant
 Dates of Service: 1995

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater
by Brian J. [Signature], First Vice President
(Print Individual's Name and Title)
for SunTrust Bank
(Print Name of Entity Submitting Sworn Statement)
whose business is Commercial Banking

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-0466330

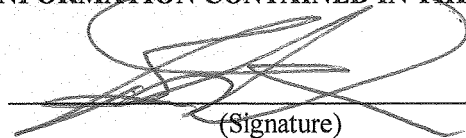
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any

affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

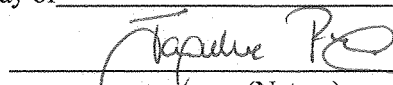

(Signature)

Sworn and subscribed before me this 6 day of June, 2015. 2016

Personally known X

OR produced identification _____

(Type of Identification)


(Notary)

Notary Public State of Florida

My commission expires: 8/20/2016



JAQUELINE I. PINERO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE828481
Expires 8/20/2016

VENDOR INFORMATION

Vendor is:

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Other _____ (Explain)

Federal Employer Identification Number: 58-1575035Firm Name: SunTrust Banks, Inc.Mailing Address: 200 South Orange Ave. Orlando, FL 32801Telephone No.: 407-237-6764 Fax No.: _____Email Address: Michelle.Baggett@SunTrust.com Web Address: SunTrust.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: Michelle L BaggettName & Title Printed: Michelle Baggett First Vice President

W-9
Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SunTrust Banks, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) D (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) P. O. Box 4418, Mail Code 633	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, Georgia 30302	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
5	8	-	1	5	7	5	0	3	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>1/11/2016</i>
------------------	---	-------------------------

General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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



PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

Signature acknowledges receipt and understanding of this form.

Michelle R. Baggett / First Vice President
Name/Title

6-1-2016
Date

**ADDENDUM NUMBER 1
RFP - 16-FIN-007 – BANKING SERVICES
CITY OF EDGEWATER**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the RFP - 16-FIN-007 - for the above **BANKING SERVICES** as fully and completely as if the same were fully set forth therein.

Additions/Changes

The City of Edgewater encourages and agrees to the successful bidder extending the pricing, terms and conditions of the solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

The deadline for submittal is being extended for 1 hour. The new timeline is as follows:

Event	Date
Addendum Issued (If Applicable)	May 25, 2016
<u>Proposal Opening Date</u>	<u>June 7, 2016 3:00 pm</u>
Evaluation Committee to shortlist	June 21, 2016 10:00 am
Shortlisted Firms Presentations (if needed)	June 27, 2016
Notice of Recommendation	June 27, 2016
City Council Hearing Date	July 18, 2016

Clarifications

- **The City of Edgewater reserves the right to award multiple contracts (one for Purchasing Card services and one for Banking Services, respectively).**
- **The City will provide the Analysis Worksheet in Excel format via email to any respondents upon request. Please send your request via email to: PDrosten@cityofedgewater.org**

Questions and Answers

Q1. XXX Bank has a branch located approximately 4.5 miles from the City of Edgewater's city hall; however the branch is outside of the City of Edgewater's city limits. It is located in New Smyrna Beach. Will the city of Edgewater accept proposals from a bank that does not have a branch office within the City of Edgewater city limits?

A1. Per the Specifications, The proposer must be a full service commercial bank with branch locations within the City of Edgewater.

Q2. Page 7, #1 on 'Account Requirements' and page 8, # 8 on 'Cost of Services' - Can the City please provide at least one month of account analysis statements and the corresponding bank statements for all accounts?

A2. See attached.

Q3. Page 8, # 9 on 'Credit Card/Purchase Card' - What is the desired amount of credit the City wishes to have, as it pertains to either a Credit or Purchase Card?

A3. \$150,000 monthly

Q4. Page 8, # 11 on 'Employee Benefit Package' - Out of the 203 City employees, how many employees are currently on direct deposit?

A4. 100% of employees receive direct deposit

Q5. Page 44, Account Analysis Proposal Sheet, under the segment 'Online Bill Consolidator', # 49-53 - Can you please explain what the Online Bill Consolidator service does for the City, so we may propose and accurately price a comparable service?

A5. The Online Bill Consolidator service processes bill pay service from financial institutions into a single file which we download from the online file transfer website and subsequently upload into our accounts receivable system.

Q6. Page 8 # 9) Credit Card/Purchase Card: Would the City consider providing a copy of an account analysis P card Statement? What is the City's current monthly spend or projected monthly spend?

A6. The City does not currently receive this statement. The City's current average spend is \$106,000 monthly.

Q7. Page 32, References: Would the City consider additional references provided they were customers within the last 5 years with similar services but potentially provided less than (3) years?

A7. No

Q8. Pages 22 and 23, Banking Services Agreement: We understand the City intends to present the referenced/included Banking Services Agreement to the City Commission for approval. However, our financial institution customarily negotiates/signs banking agreement(s) only after a final award decision has been made. (Which is typical and standard practice.)

Will the City be amenable to executing a Banking Services Agreement after the Evaluation Committee makes its final award recommendation?

A8. Yes

Q9. The following questions pertain to your Online Bill Consolidator service (also known as Payment Aggregation):

A) Would the City please provide copies of Online Bill Consolidator specs-set-up profile?

A9A). To awarded bank

B) Please identify the account number sequence (current and historically).

A9B). 10 numerical digits (i.e. 0123456789) or 5 numerical digits – 5 numerical digits (i.e. 01234-56789). Must include zeros to equal 10 digits, leading if necessary.

C) Is the City currently sending/receiving a validation file? How are payment details currently accessed? (Ex. Are you using a paper report, online, transmission?)

A9C). The City currently receives a transmission file validating the number of transactions and amount. We also have access to an online report to verify payment details (e.g. name of payee, amount and submitted account number).

D) Does the City still receive paper checks and if so, please share the key reasons?

A9D). Yes on the occasion that the account number qualification does not meet our validation requirements.

E) Can the City please provide insight into volumes for payment aggregation?

A9E). The average monthly transaction volume is 643 and the average monthly dollar volume is \$62,327.

Q10. Will the City accept a link to our financial statements in lieu of a printed version? Page. 6

A10. No

Q11. On page 6, the RFP states that the contract will be for "five (5) years with one (1) optional five (5) year extension" and on page 10, the RFP states that the agreement is for "five (5) years... with five (5), one (1) year renewal options". Please clarify if the contract is for five years, with five 1 year renewal options or if the renewal option is one 5 year extension.

A11. 5 year with one five year extension.

~~~~~  
**ATTACHMENTS**

- Account analysis statement and corresponding bank statement
- Excel Formatted Analysis Worksheet (sent separately via email and uploaded to DemandStar)

~~~~~  
Respondents are required to select one option as described below:

The City of Edgewater would also like to make the same pricing structures available to other area municipalities, towns, counties, education boards or other governmental agency. Bidders shall indicate whether they shall extend pricing. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend to other Municipalities/ governmental agencies _____

Do not agree to extend prices to other Municipalities/ governmental agencies ☒ _____

~~~~~  
Signature acknowledges receipt and understanding of this addendum.

Michelle R Baggett, FVP  
Name/Title

6-1-2016  
Date





## Government Sector Consortium Pricing

Company: **City of Edgewater, FL**

Date: **06/2/2016**

### Fee Schedules

| <b>Card Fees</b>                                                    |                                                                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Item                                                                | Cost                                                                                                      |
| Annual Card Fee                                                     | \$0                                                                                                       |
| Annual Executive Card Fee <b>(Corporate Card Only)</b>              | \$100 per card                                                                                            |
| Central Travel Account (CTA) Annual Fee                             | \$150 per account                                                                                         |
| Annual Rewards Fee <b>(Corporate Card Only)</b>                     | \$75 per enrolled card                                                                                    |
| Cash Advance Fee                                                    | 3% (\$3 minimum)                                                                                          |
| Late Fee Central Bill                                               | 1.5% of outstanding balance                                                                               |
| Late Fee Individual Bill <b>(Corporate Card Only)</b>               | \$30                                                                                                      |
| Foreign Transaction Fee                                             | Pass through from Network (currently 1%)                                                                  |
| Non-Sufficient Fund Fee                                             | \$29 each                                                                                                 |
| Copy of Sales Slips & Statements                                    | \$5 each                                                                                                  |
| Card Replacement Fee                                                | None                                                                                                      |
| "Rush" Delivery Fee for Card Replacement                            | \$25                                                                                                      |
| Program Administration Annual Maintenance Fee                       | \$3,500. Paid in arrears if prior year's Annual Spend does not exceed \$500,000                           |
| Supplier Maintenance Fee (Payables Manager Only)                    | \$25 per supplier. Paid in arrears for each supplier with zero dollar spend after 12 months of enrollment |
| <b>Company Fees</b>                                                 |                                                                                                           |
| Item                                                                | Cost                                                                                                      |
| <b>One Time Fees</b>                                                |                                                                                                           |
| Card Design: Logo                                                   | \$1000 <b>WAIVED</b>                                                                                      |
| Card Design: Custom Plastic                                         | Priced upon request                                                                                       |
| Data Extract: File Set-up Fee (Standard)                            | Included                                                                                                  |
| Data Extract: File Set-up and Maintenance Fee (Custom) per file     | \$2,500 <b>WAIVED</b>                                                                                     |
| Data Extract: Auto-Generate Set-up Fee                              | \$1,500 <b>WAIVED</b>                                                                                     |
| Data Extract: Auto-Delivery Set-up Fee                              | \$1,500 <b>WAIVED</b>                                                                                     |
| ESP Module: Statement Manager Set-up Fee                            | Included                                                                                                  |
| ESP Module: Expense Manager Set-up Fee                              | \$5,000 <b>WAIVED</b>                                                                                     |
| ESP Module: Payables Manager Set-up Fee                             | \$5,000 <b>WAIVED</b>                                                                                     |
| ESP Module: Requisition Manager Set-up Fee                          | \$5,000 <b>WAIVED</b>                                                                                     |
| ESP Module: Transaction Manager Set-up Fee (Single Level Approval)  | \$1,000 <b>WAIVED</b>                                                                                     |
| ESP Module: Transaction Manager Set-up Fee (Multi Level Approval)   | \$5,000 <b>WAIVED</b>                                                                                     |
| FTP Set-up Fee                                                      | \$2,500 <b>WAIVED</b>                                                                                     |
| File Translation Set-up Fee and Maintenance Fee per file            | \$2,500 <b>WAIVED</b>                                                                                     |
| Imaging Set-up Fee                                                  | \$1,000 <b>WAIVED</b>                                                                                     |
| Online Form Set-up Fee (Standard Forms)                             | Included                                                                                                  |
| Online Form Set-up Fee (Custom Forms)                               | Up to \$1,000 per form                                                                                    |
| Third Party Data Import Set-up Fee                                  | \$5,000 per 3 <sup>rd</sup> Party                                                                         |
| Training: Instructor lead, web-based for Program Administrators (s) | Included                                                                                                  |
| Training: On site                                                   | \$2,500 per day                                                                                           |
| <b>Monthly Fees</b>                                                 |                                                                                                           |
| Expense Report Fee                                                  | \$2.00 per expense report                                                                                 |
| Imaging Fee                                                         | \$0.35 per image (\$100 minimum per month)                                                                |
| Statement Manager: 3 <sup>rd</sup> Party Statement Fee              | \$2.00 per statement                                                                                      |
| <b>Miscellaneous Fees</b>                                           |                                                                                                           |
| Professional Services                                               | \$250 per hour                                                                                            |

### Net-Spend Rebate Program

For purposes of determining the applicable Rebate Rate, the Annual Spend shall include the Annual Spend generated under this Agreement and the Annual Spend generated under the SunTrust Commercial Card Agreements of the Participating Entities listed on Schedule A.

In accordance with the table below, at the end of each rebate period, the Company shall receive a revenue share of its Net Spend\* based upon the following calculation. The Annual Spend amount shall determine the Rebate Rate. The Net Spend shall be the Annual Spend less Cash Transactions ("Cash Transactions" means transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc.) less Large Ticket Transactions less Negotiated Interchange Transactions. "Large Ticket Transactions" means transactions that qualify for reduced interchange rates. "Negotiated Interchange Transactions" means transactions from merchants that have negotiated reduced interchange rates and transactions that carry network payment gateway transactions. At the end of each rebate period, the Net Spend Rebate\* shall be the Net Spend for the rebate period, multiplied by the Rebate Rate described below and reduced by charge-offs (which may carry over to subsequent rebate periods). "Charge-offs" means all amounts that remain unpaid by the Company or Cardholder for a period of 180 days, including personal charges made by the Cardholder or Authorized User.

Rebate periods are measured on an annual (12-month cycle) commencing the month of the Activation Date and shall continue for consecutive annual periods during the term of the Agreement. If the Agreement terminates during any such rebate period for any reason, other than a termination by Bank for cause, the Company shall receive a rebate based on such rebate period's to-date spend. Rebate payments shall be paid to the Company by ACH within sixty (60) days after the end of each rebate period, or, if applicable, after the effective date of termination of the Agreement.

| Annual Spend                 | REBATE RATE            |                        |                        |                           |                       |                        |
|------------------------------|------------------------|------------------------|------------------------|---------------------------|-----------------------|------------------------|
|                              | P-Card<br>Monthly Bill | P-Card<br>Monthly Bill | P-Card<br>Monthly Bill | P-Card<br>2x Monthly Bill | P-Card<br>Weekly Bill | C-Card<br>Monthly Bill |
|                              | 7 day pay              | 18 day pay             | 25 day pay             | 10 day pay                | 5 day pay             | 25 day pay             |
| < \$1,000,000                | 0%                     | 0%                     | 0%                     | 0%                        | 0%                    | 0%                     |
| \$1,000,000 to \$25,000,000  | 1.21%                  | 1.10%                  | 1.03%                  | 1.20%                     | 1.30%                 | 0.85%                  |
| \$25,000,000 to \$50,000,000 | 1.36%                  | 1.25%                  | 1.18%                  | 1.35%                     | 1.45%                 | 0.95%                  |
| >\$50,000,000                | 1.46%                  | 1.35%                  | 1.28%                  | 1.45%                     | 1.55%                 | 1.05%                  |

\* Net Spend Rebate = [Net Spend x Rebate Rate] – [Chargeoffs]

Net Spend = [Annual Spend] – [Large Ticket Transactions] – [Negotiated Interchange Transactions] – [Cash Transactions]

Annual Spend = [Purchases] + [Cash Transactions] – [Credits] – [Fees] – [Past Due Amounts]

### Large Ticket Rebate Program

At the end of each rebate period, the Company shall receive a revenue share of its Large Ticket Transactions based upon the following calculation. The Large Ticket Rebate shall be the sum of the Large Ticket Transactions for the rebate period multiplied by .0035. Rebate periods are yearly (January through December) commencing the month of the Activation Date and shall continue for the term of the Agreement. Rebate payments shall be aggregated with the Net-Spend Rebate Program and paid to the Company by check or ACH within sixty (60) days after the end of the rebate period.

**SCHEDULE A**  
**To Commercial Card Agreement**

**Participating Entities**

As of June 7, 2016

|                                        |                                          |
|----------------------------------------|------------------------------------------|
| Bay County BOCC                        | Columbia County, GA*                     |
| Broward Center for the Performing Arts | County of Gloucester, VA                 |
| City of Sunrise                        | County of Yadkin*                        |
| City of Casselberry                    | Florida Virtual Schools                  |
| City of Cocoa Beach                    | Hamilton County School Board             |
| City of Coconut Creek                  | Hernando County Sheriff's Office*        |
| City of Coral Springs                  | Lee County Port Authority                |
| City of Defuniak Springs               | Lehigh Acres Fire Control                |
| City of Edgewater*                     | Newport News Public Schools*             |
| City of Eustis                         | Orange County Library*                   |
| City of Fort Lauderdale                | Orange County Sheriff's Office           |
| City of Hialeah                        | Osceola County Sheriff's Office          |
| City of Hialeah Gardens                | Pasco County Sheriff's Office            |
| City of Holly Hills                    | Piedmont Triad Regional Water Authority- |
| City of Kissimmee                      | PTRWA                                    |
| City of Melbourne                      | Pinellas Suncoast Transit Authority*     |
| City of Miami Beach                    | Polk County Sheriff's Office*            |
| City of Miami Gardens                  | Santa Rose County School District        |
| City of Miami Springs                  | Sarasota County School District          |
| City of Milton GA*                     | School Board of Alachua County           |
| City of Miramar                        | Seminole County BOCC                     |
| City of Mount Dora                     | Seminole County Sheriff                  |
| City of Ocoee                          | Southwest Florida Water Mgmt.            |
| City of Oviedo                         | St Johns River Water Mgmt.               |
| City of Parkland                       | Tampa Port Authority*                    |
| City of Port Orange, FL                | Town of Davie                            |
| City of Sanford*                       | Town of Ft. Myers Beach                  |
| City of Sanibel                        | Town of Wilkesboro                       |
| City of South Miami                    | Tuscaloosa City Schools*                 |
| City of Titusville*                    | Tuscaloosa County Board of Education*    |
| City of Tybee Island, GA               | University Medical Services Assoc.       |
| City of Venice, FL                     | (UMSA)                                   |
| City of West Park                      | USF Medical Services Support Corp        |
| City of Weston                         | (UMSSC)                                  |
| City of Wilton Manors                  | Volusia County                           |
| City of Winter Park, FL                | Walton County Board of County Comm*      |
| Coffee County BOE                      |                                          |
| Collier County BOCC                    |                                          |
| Collier Mosquito Control District      |                                          |

\* Added to list 3/13/14





Brian Orth  
Senior Vice President

STI Institutional & Government, Inc.  
A SunTrust Company  
200 South Orange Avenue  
Mail Code: FL-Orlando-2063  
Orlando, Florida 32801  
Tel 407.237.6764  
Fax 407.835-0234  
[brian.orth@suntrust.com](mailto:brian.orth@suntrust.com)

March 1, 2018

Mr. Jonathan C. McKinney  
Finance Director  
City of Holly Hill, Florida  
1065 Ridgewood Ave  
Holly Hill, FL 32117

Subject: City of Holly Hill, Florida (the "City") - SunTrust Treasury Management Banking Services contract

Dear Mr. McKinney:

SunTrust Bank (the "Bank") appreciates the opportunity to continue servicing as the primary depository bank for City of Holly Hill, Florida. Given the City's desire to maintain the current relationship, we were approached by you in your role as Finance Director and asked if the Bank would consider allowing the City to use an existing contract with another municipality as a "mirror".

It was suggested by your staff that the City of Edgewater would be someone whose terms and conditions the City found to be acceptable. The City and its Finance Director approached staff members at the City of Edgewater to obtain permission to allow the City of Holly Hill to benefit from the significantly discounted line item pricing being provided to the City of Edgewater. City staff also agreed that your team would communicate directly with the administration for the City of Edgewater to obtain all necessary documents and authorizations pertaining to the banking services agreement. This document declares that SunTrust Bank did not facilitate this process, and is merely permitting the City to leverage the pricing and other terms for the benefit of the citizens of City of Holly Hill, Florida.

The **Memorandum of Understanding – Banking Services Contract** which follows this letter is an addendum to the City of Edgewater banking services contract. It must be executed as a supplemental document to accompany this agreement.

Best regards,

Brian S. Orth  
Senior Vice President

Memorandum of Understanding – Banking Services Contract

This letter will serve as the governing agreement to extend the term of the City of Holly Hill, Florida (the "City") banking relationship with SunTrust Bank (the "Bank") with an effective date of March 1, 2018 and with an expiry date of July 18, 2021 (unless extended for up to 5, one-year renewal periods by mutual agreement between the two parties).

Hence forth, the following supporting documents will be used to define the service charges, legal terms and interest rates:

Exhibit A – SunTrust Treasury Management Master Agreement

Exhibit B – SunTrust Treasury Management Terms and Conditions (Please go to [www.suntrust.com/treasuryterms](http://www.suntrust.com/treasuryterms) and use password: tm-terms1)

Exhibit C – New Fee Schedule, including floor rate for Earnings Credit Rate & Interest Rate

Please sign below to signify that the City is agreeing to the new contract with SunTrust Bank for treasury management & banking services. This contract will expire on July 18, 2021, unless it is extended by mutual agreement between SunTrust Bank and City of Holly Hill, Florida.

City of Holly Hill, Florida

Signed by:

\_\_\_\_\_  
Joseph Forte, City Manager

Dated: \_\_\_\_\_

SunTrust Bank

Signed by:

\_\_\_\_\_  
Brian S. Orth, Senior Vice President

Dated: \_\_\_\_\_

3/1/18



## TREASURY MANAGEMENT MASTER AGREEMENT

1. Introduction. Throughout this master agreement, SunTrust Bank is referred to as "we," "us," "our," or "the bank". The various treasury management services described in our treasury management terms and conditions (defined below) are referred to as the "services". This master agreement, the treasury management terms and conditions, and the other documents defined below are together referred to as the "agreement". The entity using our services is referred to as "client", "customer", "you" or "your". Each individual identified in any resolution or other similar document that we accept from you who is authorized to enter into agreements such as this master agreement on your behalf is referred to as your "authorized signer". Each authorized signer is also authorized to give us instructions related to the services.

The authorized signer who signs this agreement represents and warrants that you have legal capacity to execute and perform the agreement and that any actions required by your organizational documents or governance procedures to enter into and perform the agreement have been taken. The agreement is a legally binding contract that can only be changed by the means specified in it. By accepting services from us you agree that you are bound to the terms and conditions of the agreement.

2. Organization of Agreement. The agreement is made up of the documents described below. If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that issue in the order set forth from top to bottom below.

The documents and their purposes are:

(a) The Treasury Management Terms and Conditions. Our treasury management terms and conditions contains a general terms and conditions section that applies to all services, and a second section that describes the specific terms and conditions that apply to each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: [www.suntrust.com/treasuryterms](http://www.suntrust.com/treasuryterms). By accepting services from us, you are charged with notice of the treasury management terms and conditions and, at all times while you are receiving services, you agree that you are bound by its then current content posted on the website, subject to your right to receive notice of changes to it as specified in Section 3 of this master agreement.

(b) The Master Agreement. This master agreement describes the structure of the agreement and sets forth some of the basic contractual provisions relating to use of the services.

(c) Ancillary Implementation Agreements. Certain services can pose higher risks to you and to the bank and lead to disputes between you and us. Therefore we may, in our discretion, require that your authorized signers confirm a request to receive such services and the operational details related to such request by executing an Ancillary Implementation Agreement ("AIA"). Examples of AIAs include AIAs relating to funds transfer ("wire") and Automated Clearing House ("ACH") services. Any required AIA will be provided at the time we implement a service that requires one. We will not implement the relevant service until the required AIA is executed and returned to us by one of your authorized signers.

(d) Service Confirmations. A service confirmation is a document that is sent to your authorized signer(s) during the implementation process. It memorializes instructions you have given us regarding our implementation of a service for you, such as the account(s) linked to that service, the authorized users for that service, and the options you have selected for that service. Not all

services you request will result in the transmission of a service confirmation to you at the time the service is implemented, but when a service confirmation is generated it will be sent by e-mail. The facts and details we provide in each service confirmation are deemed accurate as of the time you commence using the applicable service and at all times thereafter unless you notify us of any discrepancies or inaccuracies before you begin using the service. A service confirmation may also be sent when we modify or add a service at your request where your request reflects a change to instructions that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions).

(e) Online Services and Software Materials. Where software is used in connection with a service, we grant you a nonexclusive, nontransferable, limited license or sublicense to use such software solely in connection with and while receiving that service. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with us or a third party vendor) may be required and there may also be a user manual for the software or certain online services. The software and those other items constitute "software materials". Any license agreement, online terms, and/or user manual sets forth the terms and conditions relating to use of those online services and software materials as well as important instructions and requirements for their use.

(f) Implementation/Setup Forms. An implementation/setup form is a document used by the bank to capture additional information and instructions you may give us with respect to a particular service, such as the billing account for the service, contact information and information reporting preferences specified by you. These forms are not sent to you to review. However, absent a finding of manifest error on the part of the bank in creating such forms in the ordinary course of providing the services to you, the content of such forms will be deemed accurate and correct.

(g) Deposit Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts. The rules and regulations shall continue to apply to and govern the terms of your deposit accounts.

(h) The Delegation of Authority. Use of a delegation of authority is optional. By using one, your authorized signers give other individuals within your company ("delegates") certain authority with respect to all the services you receive or some sub-set of those services as specified in the delegation of authority. If a delegation of authority is used, a delegate has the authority conferred by such delegation for such services until that authority is revoked by one of your authorized signers. Such delegated powers include the power to receive and respond to service confirmations, execute AIAs when required, and to otherwise provide us instructions in the same manner as an authorized signer. Such powers are subject to the same conditions as stated herein when the bank interacts with an authorized signer in matters related to AIAs, service confirmations, new services, modifications to existing services or removal of services.

3. Amendments to Agreements. We may add to, change or delete provisions in this master agreement, the general terms and conditions, or terms and conditions for any individual service in our discretion. We will attempt to give an authorized signer at least 30 calendar days' prior notice of these changes. It is your obligation to maintain up-to-date contact information with us at all times. If you continue to use a service after any modification becomes effective, you are bound by such modification. If a modification is required by applicable law, clearing house rules or funds transfer system rules, or if we



## TREASURY MANAGEMENT MASTER AGREEMENT

believe the change is necessary to preserve the security or integrity of the systems that we use in providing any service, or to protect the bank or you from risk of immediate, significant loss, we may give you (and all customers impacted by that change) notice of the modification promptly after we make it. In such case, you are bound by the modification as of the date you receive notice of it unless you terminate your use of the relevant service(s) within a reasonable period of time after you receive our notice. We may modify the terms of the software materials or the deposit rules and regulations by following the procedures set forth in those documents.

4. New Services. When we implement a new service for you, we may create an AIA or a service confirmation for that new service. As noted in the definition of an AIA, if the service requires an AIA, you may not use that service until you have executed and returned the AIA. However, any service confirmation we send will be deemed accurate and correct as of the time you begin using the service. You do not need to contact us when you receive the service confirmation unless you notice errors in it, in which case you must notify us of such errors before you begin using the service. For any new service, you must also successfully complete any testing or training we may require for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service. However, if we do provide it before you have satisfied all required conditions, you agree to be bound by the terms of the agreement relating to that service including the general terms and conditions, the terms and conditions for that new service, and the specifications stated in any service confirmation that you did not dispute prior to your use of the new service.

5. Modifications to Existing Services and Changes to Your Setup. If we agree to change our implementation of a service for you in response to your instructions and those instructions are of the type that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions) at the time of initial implementation of the service, we may send or otherwise make a new service confirmation reflecting those instructions available to you. If the change impacts information that should be captured on an AIA, we will send a new AIA to your authorized signer, and the change will not take effect until an authorized signer has executed and returned the new AIA to us. You must also successfully complete any required testing or training for the change. We may, in our discretion, accept written instructions we deem acceptable as sufficient record from an authorized signer to memorialize the request to remove a service or make a change to a service. At our election and in our discretion, we may accept telephonic instructions for changes to a service or removal of service from an authorized signer on a recorded line. However, we may, in our discretion, refuse to accept letters, e-mails or other forms of communications containing requests to change prior instructions or remove services if we deem

the information provided in such communications to be insufficient, or we question the source of any such information or the authority of the individual making the request, or for any other reason that we, in good faith, believe will protect you or us from a significant loss.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. In addition, you agree that, when you receive a service confirmation as an attachment to an e-mail message, (a) you will be deemed to have confirmed that the content of that service confirmation is correct if we do not receive a prompt response informing us of any inaccuracy in the service confirmation, and (b) you will be deemed to have accepted the service in conformity with the implementation details specified in that service confirmation, including any account numbers listed therein and any persons listed therein who are identified as having authority to use the specified services and access the relevant accounts. It is your responsibility to provide us accurate e-mail contact information for your authorized signers and to notify us of any changes to that information so that we can communicate important information to them.

7. Signature. This master agreement may be delivered to us by giving the signed original of it to your treasury management contact or sending it by facsimile or e-mail attachment. It may also be transmitted by any electronic signature process we specifically adopt and accept for this purpose. The individual signing this agreement represents and warrants that he or she is, in fact, one of your authorized signers. This master agreement and the comprehensive agreement it describes completely replaces any prior agreements you may have with us with respect to the services or the subject matter referred to herein. However, any previous instructions you have given us while those prior agreements were in effect continue to be effective until replaced or deleted in accordance with the agreement including through a service confirmation, an AIA, or other written instruction provided by you that is acceptable to us.

IN WITNESS WHEREOF, client has executed this master agreement as of the date set forth below.

|                    |                    |
|--------------------|--------------------|
| Client Name:       | City of Holly Hill |
| Authorized Signer: |                    |
| Print Name:        | Joseph Forte       |
| Print Title:       | City Manager       |
| Date:              | 3/5/2018           |





**SunTrust Pro Forma  
Account Analysis Statement  
CITY OF HOLLY HILL  
CITY OF EDGEWATER MIRROR**

|                                            |                        |
|--------------------------------------------|------------------------|
| <b>Balances</b>                            |                        |
| Average Positive Ledger Balance            | \$17,657,552.44        |
| Average Ledger Balance                     | \$17,657,552.44        |
| Less: Average Float                        | \$20,977.10            |
| Average Collected Balance                  | \$17,636,575.34        |
| Average Negative Collected Balance         | \$0.00                 |
| Average Positive Collected Balance         | \$17,636,575.34        |
| Less: <b>0.00%</b> Related Reserves        | \$0.00                 |
| <b>Average Available Balance</b>           | <b>\$17,636,575.34</b> |
| <b>Net Analysis Position</b>               |                        |
| Value Of Applicable Available Balance      | \$8,987.41             |
| Earnings Credit Rate                       | 0.60%                  |
| Less: Balance Based Charges                | \$1,076.46             |
| <b>Net Analysis Position</b>               | <b>\$7,910.95</b>      |
|                                            |                        |
| Excess Balances Available to Earn Interest | \$15,524,167.28        |
| Interest on Excess Balances at 0.15%       | \$1,977.74             |
| <b>Interest to be Posted To Account</b>    | <b>\$1,977.74</b>      |

| Services Provided For This Period |                                | Volume | Unit Price | Svc Charges | Bal Required |
|-----------------------------------|--------------------------------|--------|------------|-------------|--------------|
| Demand Deposit Services           |                                |        |            |             |              |
| 3021                              | Account Maintenance - Monthly  | 6      | 7.0000     | \$42.00     | \$82,419.35  |
| 3893                              | Relationship Analysis Stmt     | 1      | 0.0000     | \$0.00      | \$0.00       |
| 3894                              | Analysis Deposit Account Stmt  | 6      | 0.0000     | \$0.00      | \$0.00       |
| 3997                              | Audit Confirmation Electronic  | 6      | 15.0000    | \$90.00     | \$176,612.90 |
| 3220                              | Deposits Credited              | 21     | 0.0000     | \$0.00      | \$0.00       |
| 3268                              | Electronic Credits Posted      | 107    | 0.1100     | \$11.77     | \$23,097.04  |
| 3651                              | Items Deposited                | 0      | 0.0600     | \$0.00      | \$0.00       |
| 3261                              | Items Paid Not Enclosed        | 0      | 0.1000     | \$0.00      | \$0.00       |
| 3263                              | Items Paid Enclosed            | 207    | 0.1500     | \$31.05     | \$60,931.45  |
| 3267                              | Electronic Debits Posted       | 45     | 0.1100     | \$4.95      | \$9,713.71   |
| 3258                              | Check Cashing Fee              | 1      | 0.0000     | \$0.00      | \$0.00       |
| subtotal:                         |                                |        |            | \$179.77    | \$352,774.45 |
| Zero Balance Services             |                                |        |            |             |              |
| 36654                             | ZBA Master Account             | 1      | 10.0000    | \$10.00     | \$19,623.66  |
| 36655                             | ZBA Sub Account                | 3      | 12.5000    | \$37.50     | \$73,588.71  |
| subtotal:                         |                                |        |            | \$47.50     | \$93,212.37  |
| Online Check Deposit Services     |                                |        |            |             |              |
| 3620                              | Online Deposits Credited       | 115    | 0.4500     | \$51.75     | \$101,552.42 |
| 5775                              | Online Check Deposit - Monthly | 1      | 25.0000    | \$25.00     | \$49,059.14  |
| 5747                              | Online Deposited Items - Early | 2,708  | 0.1000     | \$270.80    | \$531,408.60 |
| subtotal:                         |                                |        |            | \$347.55    | \$682,020.16 |
| Returned Check Services           |                                |        |            |             |              |
| 6631                              | Deposited Item Returned        | 9      | 2.5000     | \$22.50     | \$44,153.23  |
| 6625                              | Return Items - Represented     | 4      | 7.0000     | \$28.00     | \$54,946.24  |
| 6452                              | Return Items - Faxed Copies    | 0      | 0.0000     | \$0.00      | \$0.00       |
| 6627                              | Return Items - Maker Reason    | 9      | 1.0000     | \$9.00      | \$17,661.29  |

*This pro forma does not constitute a contractual offer of a given price for any service or an offer of any pricing for a given term. It is based on assumptions and is for purposes of estimation and discussion only. Your actual prices will be reflected on your monthly account analysis statement. When you receive your account analysis statement, if you have any questions or concerns about your actual pricing please contact your TSO.*

**Wednesday, February 28, 2018**

**Page 1 of 3**

| Services Provided For This Period    |                                        | Volume | Unit Price | Svc Charges | Bal Required |
|--------------------------------------|----------------------------------------|--------|------------|-------------|--------------|
|                                      |                                        |        | subtotal:  | \$59.50     | \$116,760.76 |
| <b>Branch/Night Deposit Services</b> |                                        |        |            |             |              |
| 9291                                 | Branch Cash OTC Deposit/\$1000         | 74     | 0.0000     | \$0.00      | \$0.00       |
| 9295                                 | Branch Curr Ord/Partial Strap          | 5      | 1.3000     | \$6.50      | \$12,755.38  |
| 9297                                 | Branch Coin Order/Roll                 | 13     | 0.4000     | \$5.20      | \$10,204.30  |
|                                      |                                        |        | subtotal:  | \$11.70     | \$22,959.68  |
| <b>ARP Services</b>                  |                                        |        |            |             |              |
| 63472                                | Positive Pay Mismatch Item             | 0      | 6.0000     | \$0.00      | \$0.00       |
| 63208                                | ARP Auto D/T To Bank/Tran              | 0      | 7.5000     | \$0.00      | \$0.00       |
| 63217                                | ARP Auto D/T To Bank/Rcld              | 0      | 0.0150     | \$0.00      | \$0.00       |
| 63528                                | Basic Positive Pay - Base              | 0      | 40.0000    | \$0.00      | \$0.00       |
| 63529                                | Basic Positive Pay - Item              | 0      | 0.0200     | \$0.00      | \$0.00       |
| 63532                                | Payee Name Verification Item           | 0      | 0.0350     | \$0.00      | \$0.00       |
|                                      |                                        |        | subtotal:  | \$0.00      | \$0.00       |
| <b>ACH Services</b>                  |                                        |        |            |             |              |
| 48439                                | ACH Monthly Maintenance                | 2      | 30.0000    | \$60.00     | \$117,741.94 |
| 48389                                | ACH Manual Calendar Monitoring         | 1      | 50.0000    | \$50.00     | \$98,118.28  |
| 48447                                | ACH File Transmissions, Self           | 10     | 8.0000     | \$80.00     | \$156,989.25 |
| 48457                                | Consumer PPD Debits Originated         | 607    | 0.0600     | \$36.42     | \$71,469.35  |
| 48458                                | Consumer PPD Credits Originated        | 517    | 0.0600     | \$31.02     | \$60,872.58  |
| 48459                                | Corp Debits Orig CCD,CCD+CTX           | 3      | 0.0000     | \$0.00      | \$0.00       |
| 48460                                | Corp Credits Orig CCD,CCD+CTX          | 0      | 0.0200     | \$0.00      | \$0.00       |
| 48383                                | ACH Return Item                        | 4      | 3.0000     | \$12.00     | \$23,548.39  |
| 48384                                | ACH NOC Item                           | 0      | 4.0000     | \$0.00      | \$0.00       |
|                                      |                                        |        | subtotal:  | \$269.44    | \$528,739.79 |
| <b>ACH Fraud Control</b>             |                                        |        |            |             |              |
| 54370                                | ACH Fraud Cntrl Monthly Maint          | 0      | 15.0000    | \$0.00      | \$0.00       |
| 54376                                | AFC Filter Setup/Chg By Client         | 0      | 3.0000     | \$0.00      | \$0.00       |
|                                      |                                        |        | subtotal:  | \$0.00      | \$0.00       |
| <b>EDI Services</b>                  |                                        |        |            |             |              |
| 78960                                | EDI Transl Reprt OTM & Courier [1 - 1] | 0      | 3.2500     | \$0.00      | \$0.00       |
| 78960                                | EDI Transl Reprt OTM & Courier [2+]    | 0      | 0.0000     | \$0.00      | \$0.00       |
|                                      |                                        |        | subtotal:  | \$0.00      | \$0.00       |
| <b>Wire Transfer Services</b>        |                                        |        |            |             |              |
| 45320                                | Wire Trsf Monthly Maint/Acct           | 4      | 0.0000     | \$0.00      | \$0.00       |
| 73504                                | W/T Out Rep (OTM PC Wire)              | 0      | 4.0000     | \$0.00      | \$0.00       |
| 73505                                | W/T Out Non-Rep (OTM PC Wire)          | 6      | 6.0000     | \$36.00     | \$70,645.16  |
|                                      |                                        |        | subtotal:  | \$36.00     | \$70,645.16  |
| <b>Online Treasury Manager</b>       |                                        |        |            |             |              |
| 73254                                | OTM/WOLC Maintenance Fee               | 2      | 60.0000    | \$120.00    | \$235,483.87 |
| 73256                                | OTM/WOLC Prior Day Serv/Pr Mnth        | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73258                                | OTM/WOLC Prior Day Per Ac Maint        | 4      | 0.0000     | \$0.00      | \$0.00       |
| 73260                                | OTM/WOLC Prior Day Per Item Dtl        | 506    | 0.0000     | \$0.00      | \$0.00       |
| 73262                                | OTM/WOLC Cur Day Serv/Per Mnth         | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73264                                | OTM/WOLC Cur Day Per Acct Maint        | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73266                                | OTM/WOLC Cur Day Per Item Dtl          | 38     | 0.0000     | \$0.00      | \$0.00       |
| 73268                                | OTM/WOLC Special Rpt Mnth Maint        | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73270                                | OTM/WOLC ACH-EDI/Per Rpt               | 0      | 1.0000     | \$0.00      | \$0.00       |
| 73272                                | OTM/WOLC CAR Report/Per Rpt            | 8      | 0.0000     | \$0.00      | \$0.00       |
| 73280                                | Stop Service/Per Month                 | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73290                                | Wire Service/Per Month                 | 1      | 0.0000     | \$0.00      | \$0.00       |
| 73294                                | Image Item Retrieval/Per Image         | 11     | 0.0000     | \$0.00      | \$0.00       |
|                                      |                                        |        | subtotal:  | \$120.00    | \$235,483.87 |

| Services Provided For This Period |                             | Volume | Unit Price       | Svc Charges       | Bal Required          |
|-----------------------------------|-----------------------------|--------|------------------|-------------------|-----------------------|
| <b>Online Courier</b>             |                             |        |                  |                   |                       |
| 73297                             | OLC DDA Statement           | 1      | 5.0000           | \$5.00            | \$9,811.83            |
|                                   |                             |        | <b>subtotal:</b> | <b>\$5.00</b>     | <b>\$9,811.83</b>     |
| <b>Online Bill Consolidator</b>   |                             |        |                  |                   |                       |
| 27112                             | OBC Monthly Maintenance     | 0      | 100.0000         | \$0.00            | \$0.00                |
| 27121                             | OBC Per Item Fee            | 0      | 0.1500           | \$0.00            | \$0.00                |
| 27160                             | OBC-EDI Transl Rpt OTW/Cour | 0      | 5.0000           | \$0.00            | \$0.00                |
|                                   |                             |        | <b>subtotal:</b> | <b>\$0.00</b>     | <b>\$0.00</b>         |
|                                   |                             |        | <b>Total:</b>    | <b>\$1,076.46</b> | <b>\$2,112,408.07</b> |



Fee Structure Analysis  
City of Holly Hill Current SunTrust Current Fees  
City of Edgewater Current SunTrust Fees

| Service Code |                                      | CITY OF HOLLY HILL |            |               | CITY OF EDGEWATER |            |               |
|--------------|--------------------------------------|--------------------|------------|---------------|-------------------|------------|---------------|
|              |                                      | Volume             | Unit Price | Svc Charges   | Volume            | Unit Price | Svc Charges   |
|              | <b>Demand Deposit Services</b>       |                    |            |               |                   |            |               |
| 3021         | Account Maintenance - Monthly        | 6                  | 18.00      | 108.00        | 6                 | 7.00       | 42.00         |
| 3893         | Relationship Analysis Stmt           | 1                  |            | -             | 1                 | 0.00       | -             |
| 3894         | Analysis Deposit Account Stmt        | 6                  |            | -             | 6                 | 0.00       | -             |
| 3997         | Audit Confirmation Electronic        | 6                  | 15.00      | 90.00         | 6                 | 15.00      | 90.00         |
| 3220         | Deposits Credited                    | 21                 | 0.80       | 16.80         | 21                | 0.00       | -             |
| 3268         | Electronic Credits Posted            | 107                | 0.15       | 16.05         | 107               | 0.11       | 11.77         |
| 3651         | Items Deposited                      | 0                  | 0.15       | -             | 0                 | 0.06       | -             |
| 3261         | Items Paid Not Enclosed              | 0                  |            | -             | 0                 | 0.10       | -             |
| 3263         | Items Paid Enclosed                  | 207                | 0.15       | 31.05         | 207               | 0.15       | 31.05         |
| 3267         | Electronic Debits Posted             | 45                 | 0.15       | 6.75          | 45                | 0.11       | 4.95          |
| 3258         | Check Cashing Fee                    | 1                  | 0.00       | -             | 1                 | 0.00       | -             |
|              |                                      |                    |            | <b>268.65</b> |                   |            | <b>179.77</b> |
|              | <b>Zero Balance Services</b>         |                    |            |               |                   |            |               |
| 36654        | ZBA Master Account                   | 1                  | 50.00      | 50.00         | 1                 | 10.00      | 10.00         |
| 36655        | ZBA Sub Account                      | 3                  | 20.00      | 60.00         | 3                 | 12.50      | 37.50         |
|              |                                      |                    |            | <b>110.00</b> |                   |            | <b>47.50</b>  |
|              | <b>Online Check Deposit Services</b> |                    |            |               |                   |            |               |
| 3620         | Online Deposits Credited             | 115                | 0.45       | 51.75         | 115               | 0.45       | 51.75         |
| 5775         | Online Check Deposit - Monthly       | 1                  | 25.00      | 25.00         | 1                 | 25.00      | 25.00         |
| 5747         | Online Deposited Items - Early       | 2708               | 0.10       | 270.80        | 2708              | 0.10       | 270.80        |
|              |                                      |                    |            | <b>347.55</b> |                   |            | <b>347.55</b> |
|              | <b>Returned Check Services</b>       |                    |            |               |                   |            |               |
| 6631         | Deposited Items - Returned           | 9                  | 5.00       | 45.00         | 9                 | 2.50       | 22.50         |
| 6625         | Deposited Items - Represented        | 4                  | 7.00       | 28.00         | 4                 | 7.00       | 28.00         |
| 6452         | Return Items - Faxed Copies          | 0                  |            | -             | 0                 | 0.00       | -             |
| 6627         | Return Items - Maker Reason          | 9                  | 2.00       | 18.00         | 9                 | 1.00       | 9.00          |
|              |                                      |                    |            | <b>91.00</b>  |                   |            | <b>59.50</b>  |
|              | <b>Branch/Night Deposit Services</b> |                    |            |               |                   |            |               |
| 9291         | Branch Cash OTC Deposit/\$1000       | 74                 | 1.75       | 129.50        | 74                | 0.00       | -             |
| 9295         | Branch Curr Ord/Partial Strap        | 5                  | 1.30       | 6.50          | 5                 | 1.30       | 6.50          |
| 9297         | Branhc Coin Order/Roll               | 13                 | 0.40       | 5.20          | 13                | 0.40       | 5.20          |
|              |                                      |                    |            | <b>141.20</b> |                   |            | <b>11.70</b>  |
|              | <b>ARP Services</b>                  |                    |            |               |                   |            |               |
| 63472        | Positive Pay Mismatch Item           | 0                  |            | -             | 0                 | 6.00       | -             |
| 63208        | ARP Auto D/T to Bank/Tran            | 0                  |            | -             | 0                 | 7.50       | -             |
| 63217        | ARP Auto D/T to Bank/Rcrd            | 0                  |            | -             | 0                 | 0.015      | -             |
| 63528        | Basic Positive Pay - Base            | 0                  |            | -             | 0                 | 40.00      | -             |
| 63529        | Basic Positive Pay - Item            | 0                  |            | -             | 0                 | 0.02       | -             |
| 63532        | Payee Name Verificaiton Item         | 0                  |            | -             | 0                 | 0.035      | -             |
|              |                                      |                    |            | -             |                   |            | -             |
|              | <b>ACH Services</b>                  |                    |            |               |                   |            |               |
| 48439        | ACH Monthly Maintenance              | 2                  | 35.00      | 70.00         | 2                 | 30.00      | 60.00         |
| 48389        | ACH Manual Calendar Monitoring       | 1                  | 50.00      | 50.00         | 1                 | 50.00      | 50.00         |
| 48447        | ACH File Transmissions, Self         | 10                 | 25.00      | 250.00        | 10                | 8.00       | 80.00         |
| 48457        | Consumer PPD Debits Originated       | 607                | 0.13       | 78.91         | 607               | 0.06       | 36.42         |
| 48458        | Consumer PPD Credits Originated      | 517                | 0.13       | 67.21         | 517               | 0.06       | 31.02         |
| 48459        | Corp Debits Org CCD, CCD+CTX         | 3                  | 0.14       | 0.42          | 3                 | 0.00       | -             |
| 48460        | Corp Credits Org CCD, CCD+CTX        | 0                  |            | -             | 0                 | 0.02       | -             |
| 48383        | ACH Return Item                      | 4                  | 5.00       | 20.00         | 4                 | 3.00       | 12.00         |
| 48384        | ACH NOC Item                         | 0                  | 4.00       | -             | 0                 | 4.00       | -             |
|              |                                      |                    |            | <b>536.54</b> |                   |            | <b>269.44</b> |

Attachment: Attachment 4 Analysis of Edgewater Fee Structure to Holly Hill (1942 : SunTrust Bank - Banking Services)

|                                 |                                         |     |                     |              |                     |        |               |
|---------------------------------|-----------------------------------------|-----|---------------------|--------------|---------------------|--------|---------------|
| <b>ACH Fraud Control</b>        |                                         |     |                     |              |                     |        |               |
| 54370                           | ACH Fraud Cntrl Monthly Maint           | 0   |                     | -            | 0                   | 15.00  | -             |
| 54376                           | AFC Filter Setup/Chg By Client          | 0   |                     | -            | 0                   | 3.00   | -             |
|                                 |                                         |     |                     | -            |                     |        | -             |
| <b>EDI Services</b>             |                                         |     |                     |              |                     |        |               |
| 78960                           | EDI Transl Reprt OTM & Courier [ 1 - 1] | 0   |                     | -            | 0                   | 3.25   | -             |
| 78960                           | EDI Transl Reprt OTM & Courier [ 2+ ]   | 0   |                     | -            | 0                   | 0.00   | -             |
|                                 |                                         |     |                     | -            |                     |        | -             |
| <b>Wire Transfer Services</b>   |                                         |     |                     |              |                     |        |               |
| 45320                           | Wire Trsf Monthly Maint/Acct            | 4   | 5.00                | 20.00        | 4                   | 0.00   | -             |
| 73504                           | W/T Out Rep (OTM PC Wire)               | 0   | 10.00               | -            | 0                   | 4.00   | -             |
| 73505                           | W/T Out Non-Rep (OTM PC Wire)           | 6   |                     | -            | 6                   | 6.00   | 36.00         |
|                                 |                                         |     |                     | <b>20.00</b> |                     |        | <b>36.00</b>  |
| <b>Online Treasury Manager</b>  |                                         |     |                     |              |                     |        |               |
| 73254                           | OTM/OLC Maintenance Fee                 | 2   | 5.00                | 10.00        | 2                   | 60.00  | 120.00        |
| 73256                           | OTM/OLC Prior Day Serv/Pr Mnth          | 1   | 5.00                | 5.00         | 1                   | 0.00   | -             |
| 73258                           | OTM/OLC Prior Day Per Ac Maint          | 4   | 1.00                | 4.00         | 4                   | 0.00   | -             |
| 73260                           | OTM/OLC Prior Day Per Item Dtl          | 506 | 0.01                | 5.06         | 506                 | 0.00   | -             |
| 73262                           | OTM/OLC Cur Day Serv/Per Mnth           | 1   | 5.00                | 5.00         | 1                   | 0.00   | -             |
| 73264                           | OTM/OLC Cur Day Per Acct Maint          | 1   | 5.00                | 5.00         | 1                   | 0.00   | -             |
| 73266                           | OTM/OLC Cur Day Per Item Dtl            | 38  | 0.12                | 4.56         | 38                  | 0.00   | -             |
| 73268                           | OTM/OLC Special Rpt Mnth Maint          | 1   | 0.00                | -            | 1                   | 0.00   | -             |
| 73270                           | OTM/OLC ACH-EDI/Per Rpt                 | 0   |                     | -            | 0                   | 1.00   | -             |
| 73272                           | OTM/OLC CAR Report/Per Rpt              | 8   | 1.00                | 8.00         | 8                   | 0.00   | -             |
| 73280                           | Stop Service/Per Month                  | 1   | 0.00                | -            | 1                   | 0.00   | -             |
| 73290                           | Wire Service/Per Month                  | 1   | 5.00                | 5.00         | 1                   | 0.00   | -             |
| 73294                           | Image Item Retrieval/Per Image          | 11  | 0.75                | 8.25         | 11                  | 0.00   | -             |
|                                 |                                         |     |                     | <b>59.87</b> |                     |        | <b>120.00</b> |
| <b>Online Courier</b>           |                                         |     |                     |              |                     |        |               |
| 73297                           | OLC DDA Statement                       | 1   | 5.00                | 5.00         | 1                   | 5.00   | 5.00          |
|                                 |                                         |     |                     | <b>5.00</b>  |                     |        | <b>5.00</b>   |
| <b>Online Bill Consolidator</b> |                                         |     |                     |              |                     |        |               |
| 27112                           | OBC Monthly Maintenance                 | 0   |                     | -            | 0                   | 100.00 | -             |
| 27121                           | OBC Per Item Fee                        | 0   |                     | -            | 0                   | 0.15   | -             |
| 27160                           | OBC-EDI Transl Rpt OTM/Cour             | 0   |                     | -            | 0                   | 5.00   | -             |
|                                 |                                         |     |                     | -            |                     |        | -             |
| <b>Total Monthly Fees:</b>      |                                         |     | <b>\$ 1,579.81</b>  |              | <b>\$ 1,076.46</b>  |        |               |
| <b>Estimated Annual Fees</b>    |                                         |     | <b>\$ 18,957.72</b> |              | <b>\$ 12,917.52</b> |        |               |
| <b>Estimated Annual Savings</b> |                                         |     |                     |              | <b>\$ 6,040.20</b>  |        |               |



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

**City Commission  
Ordinance**

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**MEETING DATE:** March 13, 2018  
**FROM:** Brian Walker  
**SUBJECT:** Second Reading - Ordinance 2999 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Section 114-634 to Add Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution Uses as Uses Permitted by Special Exception in the Redevelopment District Overlay; Amending Section 114-635 to Remove Tattoo Parlors, Mini Warehouses, Laboratories, Warehousing and Distribution as Prohibited Uses; Creating Sections 114-708 and 114-709 to Add Special Exception Conditions; Amending Sections 114-444, 114-594 and 114-696 to Add Language; Amending Section 78-14 to Add Definitions; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

**NUMBER:** (ID # 1909)  
**APPLICANT:** Brian Walker  
**PLANNER:**

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**INTRODUCTION:**

Consider adoption of an Ordinance amending Division 15 Redevelopment District Overlay Sections 114-634 Special Exceptions, and 114-635 Prohibited Uses, creating sections 114-708 and 114-709, and amending Sections 78-14, 114-444, 114-594, and 114-696 of the Land Development Regulations, removing tattoo parlors, laboratories, mini-warehouses and warehousing and distribution facilities as prohibited uses in the Redevelopment District Overlay and establishing them as uses permitted by Special Exception and to create associated terms and conditions.

**DISCUSSION:**

The Redevelopment District Overlay, hereinafter called the Overlay, was established by Ordinance 2721, and adopted by the City Commission on April 26, 2005. The purpose of the Overlay is to promote redevelopment of property, provide for parking and storm-water standards, and a compatibility of land uses within the district to enhance the US 1 (Ridgewood Avenue) and LPGA Boulevard corridor.

Currently, the Overlay creates restrictions that prevent certain types of businesses from being established along US1 (Ridgewood Avenue) and LPGA Boulevard. Tattoo parlors, laboratories, mini-warehouses and warehousing and distribution facilities are listed among those uses which are prohibited.

The Overlay has been in place for over 12 years, and based on community feedback, the needs of the business community within the Overlay have changed. In response to the area's changing business environment and feedback from the community, the City Commission held a work session on September 18, 2017. The purpose of the work session was to discuss facilitating redevelopment and economic opportunity by enhancing business flexibility within the Overlay. The Commission discussed allowing certain prohibited uses as special exception uses along US1 (Ridgewood Avenue) and LPGA Boulevard.

The proposed Ordinance amends Division 15 Redevelopment District Overlay Sections 114-634 Special Exceptions, and 114-635 Prohibited Uses, by removing tattoo parlors, laboratories, mini-warehouses and warehousing and distribution facilities from the list of prohibited uses and allowing them as uses permitted if approved by Special Exception. The Ordinance also creates sections 114-708 and 114-709 creating Special Exception conditions, amends sections 78-14, 114-444, 114-594, and 114-696 of the Land Development Regulations to add language and create terms and definitions.

### **FISCAL ANALYSIS:**

Allowing certain prohibited uses to be permitted by special exception will create more business opportunities within the Overlay. The result will be more tax and related fee revenue.

### **Recommendation of the Board of Planning and Appeals:**

At its meeting on February 5, 2018, the Board of Planning and Appeals voted unanimously to recommend the Ordinance except with the following change:

**That tattoo parlors continue to be a prohibited use within the Redevelopment District Overlay.**

### **STAFF RECOMMENDATION:**

Adopt the second reading of Ordinance 2999 amending Division 15 Redevelopment District Overlay Sections 114-634 Special Exceptions, and 114-635 Prohibited Uses, creating sections 114-708 and 114-709, and amending Sections 78-14, 114-444, 114-594, and 114-696 of the Land Development Regulations.

### **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:**

Adopt the second reading of Ordinance 2999 amending Division 15 Redevelopment District Overlay Sections 114-634 Special Exceptions, and 114-635 Prohibited Uses, creating sections 114-708 and 114-709, and amending Sections 78-14, 114-444, 114-594, and 114-696 of the Land Development Regulations.

**ATTACHMENTS:**

- CRA RENDERING (PDF)
- Ordinance Text Amendments (PDF)
- BOPA Minutes (PDF)

**HISTORY:**

02/27/18

City Commission

APPROVED AT 1ST READING

Next: 03/13/18

**Mayor Penny opened public participation.**

The following individual spoke to the Mayor and City Commissioners: Russell Bennett, 1678 Ridgewood Avenue, Holly Hill.

**Mayor Penny closed public participation.**

**Ordinance No. (ID # 1909)**

**SECOND READING - ORDINANCE 2999 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-634 TO ADD TATTOO PARLORS, MINI WAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION USES AS USES PERMITTED BY SPECIAL EXCEPTION IN THE REDEVELOPMENT DISTRICT OVERLAY; AMENDING SECTION 114-635 TO REMOVE TATTOO PARLORS, MINI WAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION AS PROHIBITED USES; CREATING SECTIONS 114-708 AND 114-709 TO ADD SPECIAL EXCEPTION CONDITIONS; AMENDING SECTIONS 114-444, 114-594 AND 114-696 TO ADD LANGUAGE; AMENDING SECTION 78-14 TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2999**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-634 TO ADD TATTOO PARLORS, MINI WAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION USES AS USES PERMITTED BY SPECIAL EXCEPTION IN THE REDEVELOPMENT DISTRICT OVERLAY; AMENDING SECTION 114-635 TO REMOVE TATTOO PARLORS, MINI WAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION AS PROHIBITED USES; CREATING SECTIONS 114-708 AND 114-709 TO ADD SPECIAL EXCEPTION CONDITIONS; AMENDING SECTIONS 114-444, 114-594 AND 114-696 TO ADD LANGUAGE; AMENDING SECTION 78-14 TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission finds that due to the increase in on-line

retailers, retail and commercial office activity and growth are diminishing within the Redevelopment District Overlay; and

**WHEREAS**, it is the intent of the City Commission to encourage business flexibility and facilitate redevelopment and economic opportunity within the Redevelopment District Overlay; and

**WHEREAS**, certain specific uses currently prohibited within the Redevelopment District Overlay are to be permitted as Special Exception uses with conditions; and

**WHEREAS**, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and blight.

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

**SECTION 1.** Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

**SECTION 2.** That Sec. 114-444. - **Prohibited uses** is amended to add the following language to item number two (2) underlined as follows:

Prohibited uses in the B-4 district are as follows:

- (1) Blood banks.
- (2) Tattoo parlors **except that tattoo parlors shall be permitted on B-4 zoned property only within the Redevelopment District Overlay if approved by special exception.**

**That Sec. 114-594. - Prohibited uses is amended to add the following language to item number seven (7) underlined as follows:**

The following uses are prohibited in the CC-1 district:

- (1) Asphalt batching plants.
- (2) Blood plasma centers.
- (3) Bulk storage of petroleum products and other flammable substances.
- (4) Concrete plants.
- (5) Truck and automobile salvage yards.
- (6) Temporary labor halls and similar uses, but not including employment services.
- (7) Tattoo parlors, **except that tattoo parlors shall be permitted on CC-1 zoned property only within the Redevelopment District Overlay if approved by special exception.**

**That Sec. 114-634. - Special exceptions is amended to add the following four (4) uses underlined as follows:**

Automobile and boat sales, except when entirely enclosed, meeting the requirements of section 114-705.



Hotels and motels meeting the requirements of section 114-706.

Outdoor display of merchandise meeting the requirements of section 114-707.

**Tattoo Parlors meeting the requirements of section 114-696**

**Mini-warehouses meeting the requirements of section 114-686**

**Laboratories meeting the requirements of section 114-708**

**Warehousing and distribution meeting the requirements of section 114-709**

As provided by the underlying zoning district unless prohibited by sections 114-635 and 114-646 below.

**That Sec. 114-635. - Prohibited uses is amended to remove four (4) uses with strikethrough from the prohibited list as follows:**

The following uses shall be prohibited for any properties adjacent to Ridgewood Avenue or LPGA Boulevard.

Accessory structure sales, except when entirely enclosed.

Blood Plasma Center.

Check cashing services.

Truck and automobile salvage yards.

~~**Tattoo parlors.**~~

~~**Laboratories.**~~

~~**Mini-warehouses.**~~

Self-service Laundromats.

~~**Warehousing and distribution.**~~

Motor vehicle and marine/boat services and repair.

(For properties fronting on LPGA Boulevard, "adjacent" means the full depth of the property fronting on LPGA or a depth of 250 feet from the center line of LPGA Boulevard, whichever is less.)

**SECTION 3. That Section 78-14. - Definitions is hereby amended to add terms and definitions for the following:**

**Fully enclosed structure means a permanently located structure having a roof, four full walls, doors and windows that close, all of which conform to the latest edition of the Florida Building Code.**

**Laboratory means a facility for conducting medical or scientific research, investigation, testing, or experimentation; but not facilities solely for the purpose of drawing blood, or for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition also includes labs for the manufacture of dentures and prosthesis.**

**Warehousing & Distribution means a warehouse which stores merchandise, commodities or other products and goods be redistributed to retailers, to wholesalers, or directly to**

**consumers. In the Redevelopment District Warehousing and Distribution are permitted only as stated in the Special Exception terms and conditions.**

**SECTION 4.** That Section 114-696 - tattoo parlors, is amended to add language underlined as follows:

Tattoo parlors are permitted as a special exception, provided:

- (1) No tattoo parlor may be permitted within 1,000 feet of any existing school, church, or public park.
- (2) No tattoo parlor may be permitted except in a planned, unified shopping center development with a minimum of 10,000 square feet of gross leasable area.
- (3) Only one tattoo parlor may be permitted in any single shopping center.
- (4) The following requirements shall apply in addition to the requirements for signage set out in chapter 110:
  - a. Graphic illustrations of tattoos shall not be permitted as part of any permitted sign display.
  - b. Outside display of tattoos by persons, as a form of outdoor advertising, shall not be permitted.
- (5) No tattoo parlor may be permitted to operate on a temporary basis. All tattoo parlors shall be operated on a permanent basis on a property that meets all applicable city requirements.
- (6) All tattooing shall be performed in a fully enclosed building, and shall not be visible from outside the building.

**The following conditions apply specifically and solely to tattoo parlors permitted by Special Exception within in the Redevelopment District Overlay:**

- (7) **All conditions stated above for tattoo parlors shall apply to tattoo parlors within the Redevelopment District Overlay except that conditions one (1) and two (2) above shall not apply.**
- (8) **Tattoo parlors shall not open before 9 am and shall close for business and remain open no later than 11 pm.**
- (9) **All exterior lighting shall be directed away from any abutting R-1 through R-9 zoned property.**

**SECTION 5.** That Sections 114-708 and 114-709 are created providing Special Exception conditions for Laboratory and Warehousing and distribution uses as follows:

**Sec. 114-708. - Laboratories are permitted as a special exception, provided:**

1. **The use does not utilize, store, or produce any hazardous material.**
2. **The purpose is not solely to collect blood or perform drug testing.**

3. The purpose is not solely to manufacture or sell products, except as incidental to the main purpose of the laboratory.

**Sec. 114-709. - Warehousing and distribution facilities are permitted as a special exception, provided:**

1. The facility does not produce, store, or utilize items that;
  - (1) Are of a flammable or explosive nature.
  - (2) Emit odorous gases.
  - (3) Emit fumes, vapors and gases of a noxious, toxic or corrosive nature which can cause damage or irritation to person or property.
  - (4) Would create excessive dust in storage or transfer, such as bulk feed or grain storage.
  - (5) Are radioactive.
2. All parts and supplies such as, but not limited to, automotive parts, pool supplies, electrical, plumbing, building and paint supplies, are kept within a fully enclosed structure. Except that large parts and supplies, as determined by the City Manager or Code Administrator, may be kept outdoors in a neat and orderly fashion if completely screened from view within an enclosed storage area or open structure such as one containing three (3) walls and a roof.
3. Warehouses are used as an integral part of a retail commercial operation wherein products and supplies in the warehouse are stored temporarily before being sold to the public. Examples include but are not limited to the following types of businesses: flooring and carpet supply stores, shoe stores and furniture stores where supplies are stored in a warehouse area before being sold to the public. The warehouse and retail establishment must be on the same site with the warehouse component located in the rear.
4. Warehouses shall not be used solely for storage.

**SECTION 6. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 7. CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

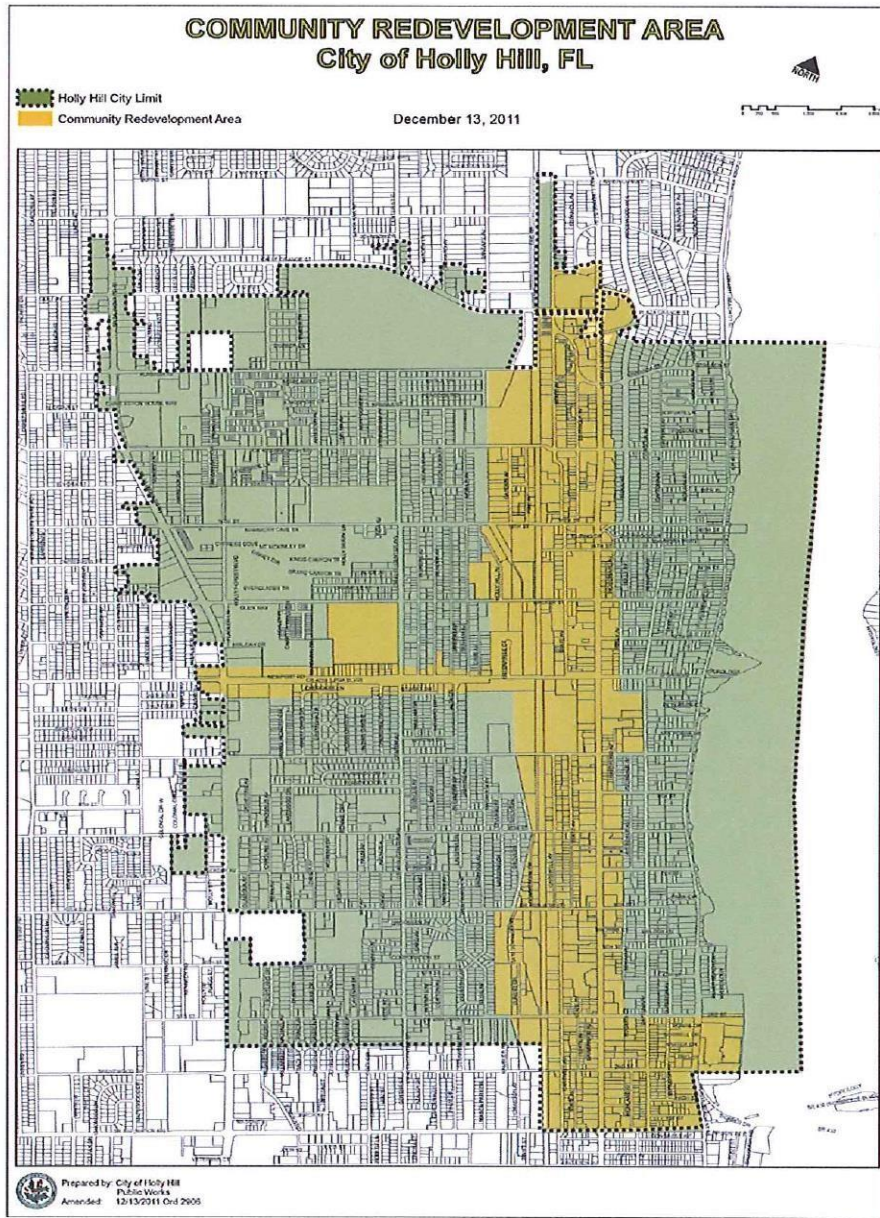
**SECTION 8. CODIFICATION.** It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land

Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 6, 7, 8 and 9 of this Ordinance shall not be codified.

**SECTION 9. EFFECTIVE DATE.** That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 13<sup>th</sup> day of MARCH, 2018  
for second reading.**

## Exhibit A – Community Redevelopment Area Map



CRA FY 2012/13 Annual Report  
City of Holly Hill, Florida

Page | 11

Attachment: CRA RENDERING (1909 : Redevelopment District LDR Text Amendments)

initials

ORDINANCE # \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 114-634 TO ADD TATTOO PARLORS, MINIWAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION USES AS USES PERMITTED BY SPECIAL EXCEPTION IN THE REDEVELOPMENT DISTRICT OVERLAY; AMENDING SECTION 114-635 TO REMOVE TATTOO PARLORS, MINIWAREHOUSES, LABORATORIES, WAREHOUSING AND DISTRIBUTION AS PROHIBITED USES; CREATING SECTIONS 114-708 AND 114-709 TO ADD SPECIAL EXCEPTION CONDITIONS; AMENDING SECTIONS 114-444, 114-594 AND 114-696 TO ADD LANGUAGE; AMENDING SECTION 78-14 TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission finds that due to the increase in on-line retailers, retail and commercial office activity and growth are diminishing within the Redevelopment District Overlay; and

**WHEREAS**, it is the intent of the City Commission to encourage business flexibility and facilitate redevelopment and economic opportunity within the Redevelopment District Overlay; and

**WHEREAS**, certain specific uses currently prohibited within the Redevelopment District Overlay are to be permitted as Special Exception uses with conditions; and

**WHEREAS**, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and blight;

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**SECTION 2.**

**That Sec. 114-444. – Prohibited uses is amended to add the following language to item number two (2) underlined as follows:**

Prohibited uses in the B-4 district are as follows:

- (1) Blood banks.
- (2) Tattoo parlors **except that tattoo parlors shall be permitted on B-4 zoned property only within the Redevelopment District Overlay if approved by special exception.**

**That Sec. 114-594. – Prohibited uses is amended to add the following language to item number seven (7) underlined as follows:**

The following uses are prohibited in the CC-1 district:

- (1) Asphalt batching plants.
- (2) Blood plasma centers.
- (3) Bulk storage of petroleum products and other flammable substances.
- (4) Concrete plants.
- (5) Truck and automobile salvage yards.
- (6) Temporary labor halls and similar uses, but not including employment services.
- (7) Tattoo parlors, **except that tattoo parlors shall be permitted on CC-1 zoned property only within the Redevelopment District Overlay if approved by special exception.**

**That Sec. 114-634. - Special exceptions is amended to add the following four (4) uses underlined as follows:**

Automobile and boat sales, except when entirely enclosed, meeting the requirements of section 114-705.

Hotels and motels meeting the requirements of section 114-706.

Outdoor display of merchandise meeting the requirements of section 114-707.

**Tattoo Parlors meeting the requirements of section 114-696**

**Mini-warehouses meeting the requirements of section 114-686**

**Laboratories meeting the requirements of section 114-708**

**Warehousing and distribution meeting the requirements of section 114-709**

As provided by the underlying zoning district unless prohibited by sections 114-635 and 114-646 below.

**That Sec. 114-635. - Prohibited uses is amended to remove four (4) uses with strikethrough from the prohibited list as follows:**

The following uses shall be prohibited for any properties adjacent to Ridgewood Avenue or LPGA Boulevard.



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Check cashing services.

Truck and automobile salvage yards.

~~Tattoo parlors.~~

~~Laboratories.~~

~~Mini-warehouses.~~

Self-service laundromats.

~~Warehousing and distribution.~~

Motor vehicle and marine/boat services and repair.

(For properties fronting on LPGA Boulevard, "adjacent" means the full depth of the property fronting on LPGA or a depth of 250 feet from the center line of LPGA Boulevard, whichever is less.)

**SECTION 3.** That Section 78-14. – Definitions is hereby amended to add terms and definitions for the following:

**Fully enclosed structure means a permanently located structure having a roof, four full walls, doors and windows that close, all of which conform to the latest edition of the Florida Building Code.**

**Laboratory means a facility for conducting medical or scientific research, investigation, testing, or experimentation; but not facilities solely for the purpose of drawing blood, or for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. This definition also includes labs for the manufacture of dentures and prosthesis.**

**Warehousing & Distribution means a warehouse which stores merchandise, commodities or other products and goods to be redistributed to retailers, to wholesalers, or directly to consumers. In the Redevelopment District Warehousing and Distribution are permitted only as stated in the Special Exception terms and conditions.**

**SECTION 4.** That Section 114-696 – tattoo parlors, is amended to add language underlined as follows:

Tattoo parlors are permitted as a special exception, provided:

- (1) No tattoo parlor may be permitted within 1,000 feet of any existing school, church, or public park.
- (2) No tattoo parlor may be permitted except in a planned, unified shopping center development with a minimum of 10,000 square feet of gross leasable area.
- (3) Only one tattoo parlor may be permitted in any single shopping center.
- (4) The following requirements shall apply in addition to the requirements for signage set out in chapter 110:

- a. Graphic illustrations of tattoos shall not be permitted as part of any permitted sign display.
  - b. Outside display of tattoos by persons, as a form of outdoor advertising, shall not be permitted.
- (5) No tattoo parlor may be permitted to operate on a temporary basis. All tattoo parlors shall be operated on a permanent basis on a property that meets all applicable city requirements.
- (6) All tattooing shall be performed in a fully enclosed building, and shall not be visible from outside the building.

**The following conditions apply specifically and solely to tattoo parlors permitted by Special Exception within in the Redevelopment District Overlay:**

- (7) **All conditions stated above for tattoo parlors shall apply to tattoo parlors within the Redevelopment District Overlay except that conditions one (1) and two (2) above shall not apply.**
- (8) **Tattoo parlors shall not open before 9 am and shall close for business and remain open no later than 11 pm.**
- (9) **All exterior lighting shall be directed away from any abutting R-1 through R-9 zoned property.**

**SECTION 5.** That Sections 114-708 and 114-709 are created providing Special Exception conditions for Laboratory and Warehousing and Distribution uses as follows:

**Sec. 114-708. – Laboratories are permitted as a special exception, provided:**

- 1. **The use does not utilize, store, or produce any hazardous material.**
- 2. **The purpose is not solely to collect blood or perform drug testing.**
- 3. **The purpose is not solely to manufacture or sell products, except as incidental to the main purpose of the laboratory.**

**Sec. 114-709. – Warehousing and distribution facilities are permitted as a special exception, provided:**

- 1. **The facility does not produce, store, or utilize items that;**
  - (1) Are of a flammable or explosive nature.**
  - (2) Emit odorous gases.**
  - (3) Emit fumes, vapors and gases of a noxious, toxic or corrosive nature which can cause damage or irritation to person or property.**
  - (4) Would create excessive dust in storage or transfer, such as bulk feed or grain storage.**
  - (5) Are radioactive.**
- 2. **All parts and supplies such as, but not limited to, automotive parts, pool supplies, electrical, plumbing, building and paint supplies, are kept within a fully enclosed structure. Except that large parts and supplies, as determined by the City Manager or Code Administrator, may be kept outdoors in a neat and orderly fashion if**

completely screened from view within an enclosed storage area or open structure such as one containing three (3) walls and a roof.

3. Warehouses are used as an integral part of a retail commercial operation wherein products and supplies in the warehouse are stored temporarily before being sold to the public. Examples include but are not limited to the following types of businesses: flooring and carpet supply stores, shoe stores and furniture stores where supplies are stored in a warehouse area before being sold to the public. The warehouse and retail establishment must be on the same site with the warehouse component located in the rear.
4. Warehouses shall not be used solely for storage.

#### **SECTION 6. SEVERABILITY.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

#### **SECTION 7. CONFLICTS.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

**SECTION 8. CODIFICATION.** It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 6, 7, 8 and 9 of this Ordinance shall not be codified.

#### **SECTION 9. EFFECTIVE DATE**

That this Ordinance shall become effective immediately upon its adoption.



# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

MINUTES • FEBRUARY 5, 2018

City Commission Chamber

BOPA Regular Meeting

6:30 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

| Attendee Name    | Title        | Status  | Arrived |
|------------------|--------------|---------|---------|
| Mike Myer        | Chairman     | Excused |         |
| Jim Legary       | Board Member | Present |         |
| Robin D. Hanger  | Board Member | Present |         |
| Arthur Cappuccio | Board Member | Excused |         |
| Arthur W. Morris | Board Member | Present |         |

### 2. INVOCATION

Innvocation given by Robin Hanger.

### 3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Robin Hanger.

### 4. BOPA MINUTES APPROVAL

#### 1.

Minutes of August

(Requested by Elizabeth Nelson, Board of Planning and Appeals)

The minutes of the August 7, 2017 BOPA Meeting where approved.

|                  |                                |
|------------------|--------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>    |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member |
| <b>SECONDER:</b> | Robin D. Hanger, Board Member  |
| <b>AYES:</b>     | Legary, Hanger, Morris         |
| <b>EXCUSED:</b>  | Myer, Cappuccio                |

Enacted and approved this 5th day of February, 2018, in Holly Hill



### 5. AGENDA ITEM(S)

#### 1.

Attachment: BOPA Minutes (1909 : Redevelopment District LDR Text Amendments)

Land Development Regulations Text Amendment Consider Adoption of an Ordinance Amending Division 15 Redevelopment District Overlay Sections 114-634 Special Exceptions, and 114-635 Prohibited Uses, Creating Sections 114-708 and 114-709, and Amending Sections 114-444, 114-594, 114-696 and 78-14 of the Land Development Regulations

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

Brian Walker, City Planner summarized his staff report. Stating that the Redevelopment District Overlay was adopted by the City Commission in April of 2005. The purpose of the Overlay was to promote redevelopment of property, provide parking and a compatibility of land uses within the district to enhance Ridgewood Avenue and LPGA Boulevard. The needs of the business community with the Overlay have changed and in response to that, the City Commission would like to enhance business flexibility with the District. The current overlay district restricts certain types of businesses and due to the feedback from the community, the City Commission would like to open up these restrictions, by allowing tattoo parlors, laboratories, mini-warehouses and warehousing and distribution facilities to be permitted uses through the Special Exception process. Staff recommends adoption of the Ordinance.

The Board members discussed the different types of businesses. Questioning if laboratories included plasma centers. They were informed that blood plasma centers would still be prohibited in the overlay district. A discussion ensued as to mini-warehouses and warehouses. Mr. Walker informed the Board that under the Special Exception conditions, warehouses are to be used as a part of a retail commercial operation wherein products and supplies in the warehouse are stored.

Arthur Morris expressed concern over allowing these types of businesses along Ridgewood Avenue, stating that he doesn't see these enhancing the corridor.

Robin Hanger stated that businesses bring business and that he is in favor of these changes.

Robin Hanger made a motion to recommend approval. The motion died for a lack of a second.

Arthur Morris made a motion to recommend approval, with the elimination of tattoo parlors, seconded by Robin Hanger. Motion carried.

|                  |                                                          |
|------------------|----------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member                           |
| <b>SECONDER:</b> | Robin D. Hanger, Board Member                            |
| <b>AYES:</b>     | Legary, Hanger, Morris                                   |
| <b>EXCUSED:</b>  | Myer, Cappuccio                                          |

Enacted and approved this 5th day of February, 2018, in Holly Hill



## 6. OLD BUSINESS

None

7. **BOARD/STAFF COMMUNICATIONS**

None

8. **ADJOURNMENT**

This meeting adjourned at 7:15 PM



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

**City Commission  
Ordinance**

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**MEETING DATE:** March 13, 2018  
**FROM:** Valerie Manning  
**SUBJECT:** Second Reading - Ordinance 3000 An Ordinance of the City of Holly Hill, Florida, Creating Chapter 30 (Miscellaneous Offenses), Article III (Foreclosure/Vacant Property Registry) of the City of Holly Hill Code of Ordinances; Providing for Purpose, Intent and Applicability of the Ordinance Requiring the Registration and Maintenance of Certain Real Property by Mortgagees and Vacant Property by Owners; Providing for Penalties and Enforcement, as Well As, the Regulation, Limitation and Reduction of Registrable Real Property Within Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; Providing for Repealer; Providing for Codification; and Providing for an Effective Date.

**NUMBER:** (ID # 1912)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City desires to protect the public health, safety, and welfare of the citizens of Holly Hill and maintain a high quality of life for the citizens through the maintenance of structures and properties within the city. The City Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole.

The City recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon and vacant properties located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment.

The purpose of this Ordinance and intent by the City Commission is to establish a process to address the deterioration, crime, and decline in value of city neighborhoods caused by property with defaulted mortgages located within the city and to identify, regulate, limit and reduce the number of these properties located within the city. The City Commission's further intent is to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in default. Code enforcement officers will be able to use this software program to identify property owners or property maintenance managers when a property is identified as being in disrepair and require improvements be made in a timely manner.



**FISCAL ANALYSIS:**

Property owners will be responsible for registering the property into the data base and paying a fee for the registration. There is no cost to the city for this program.

**STAFF****RECOMMENDATION:**

Approve the Ordinance as submitted by staff to establish a registration program as a mechanism in protecting neighborhoods within the city and that it is in the best interest of the health, safety and welfare of its citizens and residents to impose registration requirements of the Registrable Property located within the city to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

**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 SECOND READING OF ORDINANCE 3000, CREATING CHAPTER 30 (MISCELLANEOUS OFFENSES), ARTICLE III (FORECLOSURE/VACANT PROPERTY REGISTRY) OF THE CITY OF HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN HOLLY HILL.**

**HISTORY:**

02/27/18

City Commission

APPROVED AT 1ST READING

Next: 03/13/18

**Mayor Penny opened public participation. No one spoke.**

**Ordinance No. (ID # 1912)**

**SECOND READING - ORDINANCE 3000 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING CHAPTER 30 (MISCELLANEOUS OFFENSES), ARTICLE III (FORECLOSURE/VACANT PROPERTY REGISTRY) OF THE CITY OF HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS, THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 3000**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING CHAPTER 30 (MISCELLANEOUS OFFENSES), ARTICLE III (FORECLOSURE/VACANT PROPERTY REGISTRY) OF THE CITY OF HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to protect the public health, safety, and welfare of the citizens of the City and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

**WHEREAS**, the City recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as

“Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

**WHEREAS**, the City Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

**WHEREAS**, the City Commission recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

**WHEREAS**, the City Commission has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

**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 hereby creates Chapter 30 (Miscellaneous Offenses), Article III (Foreclosure/Vacant Property Registry) to read as follows:

**ARTICLE III (FORECLOSURE/VACANT PROPERTY REGISTRY)****Sec. 38-30. PURPOSE AND INTENT.**

It is the purpose and intent of the City Commission to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with defaulted mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the City Commission's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

**Sec. 38-31. DEFINITIONS.**

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***Default*** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage, as evidenced by the initiation of a Foreclosure Action.

**Enforcement Officer** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

**Evidence of Vacancy** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; no current Business Tax Receipt; the property/structure is offered For Lease/For Sale; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

**Foreclosure or Foreclosure Action** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien and is initiated with the filing of a lawsuit for foreclosure. The property remains classified as in Foreclosure until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien or the dismissal of the foreclosure action. However said property will remain subject to registration if it qualifies as a Vacant land.

**Foreclosure/Vacant Land Registry** shall mean a web-based electronic database of

searchable Real Property records, used by the City to allow Mortgagees the opportunity to register Default properties and owners to register Vacant property and pay applicable fees as required in this Article.

***Mortgagee*** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

***Owner*** shall mean every person, entity, or Mortgagee, who alone or severally with others:

- (a) Has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure, parcel of land, Vacant or otherwise, including but not limited to, a mobile home park; or
- (b) Has legal care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, Vacant or otherwise, including a mobile home park, in any capacity, including but not limited to, agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
- (c) Is a Mortgagee in possession of any such property, or is a Mortgagee with actual control of access to the property by any means including, but not limited to, changing locks or putting on a lock box; or
- (d) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any such property.

The Property Manager shall not be considered the Owner.

***Property Manager*** means any party designated by the Owner or Mortgagee as

responsible for inspecting, maintaining and securing the property as required in this Article.

**Real Property** means any improved or unimproved residential, commercial, and industrial land, buildings, leasehold improvements and/or anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

**Registrable Property** means:

- (a) Any Real Property located in the City, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action. The designation of a “default/foreclosure” property as “registrable” shall remain in place until such time the Foreclosure Action has been completed with a foreclosure sale, a dismissal of the Foreclosure Action or other satisfactory evidence that the property is no longer subject to a Foreclosure; or
- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first. The designation as “registrable” shall remain until the property has a legal occupant and utility service is restored to the property.

**Annual Registration** shall mean twelve (12) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent twelve (12) months. The date of the initial registration may be different than the date of the first action that required registration.

**Utilities and Services** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance and pool maintenance.

**Vacant** means any parcel of land in the City that contains any building or structure that is not



lawfully occupied.

**Sec. 38-32. APPLICABILITY AND JURISDICTION.**

This Article applies to Default and Vacant property within the City.

**Sec. 38-33. ESTABLISHMENT OF A REGISTRY.**

Pursuant to the provisions of this Article the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Article.

**Sec. 38-34. INSPECTION AND REGISTRATION OF REGISTRABLE PROPERTY.**

- (a) The owner of Vacant property or any Mortgagee who holds a mortgage on Real Property located within City shall perform an inspection of the property upon it being in Default by the mortgagor. Only the Mortgagee that proceeds with a Foreclosure Action is required to inspect the property.
- (b) Property inspected pursuant to subsection (a) above that remains Vacant or in Default, shall be inspected every thirty (30) days by the Owner or Mortgagee or designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the City Foreclosure Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default. Vacant property shall be registered within ten (10) days of the property being vacated. A separate registration is required for each

Registrable Property.

- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Annual Registration fee of \$300 for each Registrable Property. Subsequent Annual Registrations of Registrable Properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Default properties, and (3) for any related purposes as may be adopted in the policy set forth in this Article. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Article. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) Each Registrable Property on the Foreclosure Registry that has been registered for twelve (12) months shall have thirty (30) days to renew the registration and pay the \$300 Annual Registration fee.
- (g) If the Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Article as long as the property still qualifies as a Registrable Property. Within ten (10) days of the transfer, the new Mortgagee or owner shall register the Registrable Property or update the existing registration. Any and all previous unpaid fees, fines, and penalties shall be the responsibility of the Mortgagee or Owner at the time initial registration and/or Annual Registrations were required and are subject to

enforcement per this Article. If the mortgage on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Article, and within ten (10) days of the transfer or sale shall update the existing registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Default property. The provisions of this section are cumulative with and in addition to other available remedies. Moreover, the City is authorized and empowered to collect on the previous Mortgagee's non-payment of previous fees, fines, and penalties in any lawful manner.

- (h) If the Registrable Property is not registered, or either the registration fee or the Annual Registration fee is not paid within thirty (30) days of when the registration or Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Annual Registration fee shall be charged for every thirty-day-period (30), or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Default mortgage and/or Registrable Property. Registrations delinquent greater than thirty (30) days are also subject to additional fines as described herein.
- (I) Registrable Property subject to this section shall remain subject to the Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property qualifies as Registrable Property.
- (j) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any of the

enforcement means available to the City.

- (k) If any property is in violation of this Article the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

**Sec. 30-35. MAINTENANCE REQUIREMENTS.**

- (a) Registrable Properties shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable Property yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of Registrable Properties shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

- (g) Failure of the Mortgagee and/or Owner to properly maintain the property may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by the Special Magistrate or City Commission, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City.

**Sec. 38-36. SECURITY REQUIREMENTS.**

- (a) Registrable Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) Registrable Property shall have a Property Manager designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article, and any other applicable laws.
- (d) In addition to the above, the Registrable Property is required to be secured in accordance with the applicable code(s) of the City.
- (e) When Registrable Property is Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager

shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY \_\_\_\_\_.

AND IS INSPECTED ON A REGULAR BASIS. \_\_\_\_\_.

THE PROPERTY MANAGER CAN BE CONTACTED \_\_\_\_\_.

BY TELEPHONE AT \_\_\_\_\_.

OR BY EMAIL AT \_\_\_\_\_.

(f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure Registrable Property, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this

section, and recover costs and expenses in support thereof.

**Sec. 38-37. PROVISIONS SUPPLEMENTAL.**

Nothing contained in this Article shall prohibit the City from enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

**Sec. 38-38. PUBLIC NUISANCE.**

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

**Sec. 38-39. ADDITIONAL AUTHORITY.**

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Article is posing a serious threat to the public health, safety, and welfare, the Code Enforcement Officer may bring the violations before the Special Magistrate or City Commission to address the conditions of the property.
- (b) The City Commission or special magistrate shall have the authority to require the Mortgagee or Owner affected by this Article, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the City Commission or special magistrate may authorize the City to abate the violations and charge the Mortgagee or Owner with the



cost of the abatement.

- (d) If the Mortgagee or Owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement authorized by the City Commission or special magistrate, within thirty (30) days of the City sending the Mortgagee or Owner the invoice, then the City may lien the property with such cost, along with an administrative fee. In addition to filing a lien the City may pursue financial penalties against the Mortgagee or Owner.

**Sec. 38-40. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY.**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this Article shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

**Sec. 38-41. IMMUNITY OF ENFORCEMENT OFFICER.**

Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Article.

**Sec. 38-42. PENALTIES.**

Unless otherwise provided for in this Article, a violation of this Article is declared unlawful.

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

hereof.

**SECTION 3.** That all ordinances made in conflict with this Ordinance are hereby repealed.

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

**APPROVED AND AUTHENTICATED on this 13<sup>th</sup> day of MARCH, 2018,  
on second reading.**



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

**City Commission  
Ordinance**

---

**MEETING DATE:** March 13, 2018  
**FROM:** Joseph Forte  
**SUBJECT:** Second Reading - Ordinance 3001 An Ordinance of the City of Holly Hill, Florida, Amending Section 14-126 (Unified Construction Code Adopted) to Adopt the Current Versions of the Florida Building Code, Florida Fire Prevention Code and the Florida National Electric Code (NEC), Including Any Future Amendments; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1932)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The Chief Building Official has requested that Section 14-126, Unified Building Code, be amended to remove the itemized listing of each of the codes and years of adoption and simply state that the City of Holly Hill adopts the most current versions of the Florida Building Code, Florida Fire Prevention Code and the National Electric Code, including any amendments.

This will eliminate any confusion over which year of the respective codes the city is reviewing and inspecting projects under.

**FISCAL ANALYSIS:**

N/A

**STAFF RECOMMENDATION:**

Approve the second reading of Ordinance 3001 amending the Building Code.

**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 SECOND READING OF ORDINANCE 3001, AMENDING SECTION 14-126 (UNIFIED CONSTRUCTION CODE ADOPTED) TO ADOPT THE CURRENT VERSIONS OF THE FLORIDA BUILDING CODE, FLORIDA FIRE PREVENTION CODE AND THE FLORIDA NATIONAL ELECTRIC CODE (NEC), INCLUDING ANY FUTURE AMENDMENTS.**

**HISTORY:**

02/27/18

City Commission

APPROVED AT 1ST READING

Next: 03/13/18

**Mayor Penny opened public participation. No one spoke.**

**Ordinance No. (ID # 1932)**

**SECOND READING - ORDINANCE 3001 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 14-126 (UNIFIED CONSTRUCTION CODE ADOPTED) TO ADOPT THE CURRENT VERSIONS OF THE FLORIDA BUILDING CODE, FLORIDA FIRE PREVENTION CODE AND THE FLORIDA NATIONAL ELECTRIC CODE (NEC), INCLUDING ANY FUTURE AMENDMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 3001**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 14-126 (UNIFIED CONSTRUCTION CODE ADOPTED) TO ADOPT THE CURRENT VERSIONS OF THE FLORIDA BUILDING CODE, FLORIDA FIRE PREVENTION CODE AND THE FLORIDA NATIONAL ELECTRIC CODE (NEC), INCLUDING ANY FUTURE AMENDMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission wants to amend the City Code of Ordinances to adopt the current version of the applicable construction codes and to provide that the City also adopts all future amendments to said codes.

**WHEREAS**, words which are underlined (underlined) are additions to the text and words with strike through (~~strike-through~~) the characters are deletions from the text.

**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 hereby amends Section 14-126 (Unified Construction Code adopted.) to read as follows:

**Sec. 14-126. - Unified Construction Code adopted.**

(a)The city commission hereby adopts the Florida Building Code, Florida Fire Prevention Code and the Florida National Electric Code (NEC), including all future amendments. ~~Unified Construction Code as developed by the Unified Code Committee of Volusia County, excluding fire regulations, which consists of the following model codes and local amendments:~~

~~—————(1)Standard Building Code, 2010 Edition, including appendices A, D, and H with local amendments.~~

~~—————(2)Standard Plumbing Code, 2010 Edition, including appendices A, B, C, D, E, F, G, I, and J.~~

~~—————(3)Standard Mechanical Code, 2010 Edition, including appendices A and C.~~

~~—————(4)Standard Gas Code, 2010 Edition, including appendices A, D and E.~~

~~—————(5)Standard Swimming Pool Code, 2010 Edition, with local amendments.~~

~~—————(6)Standard Unsafe Building Abatement Code, 1985 Edition.~~

~~—————(7)NFPA 70 (NEC) National Electrical Code, 2008 Edition.~~

(b)It shall be unlawful for any person to violate the codes adopted in subsection (a) of this section.

~~(c)Upon a conflict between the publication adopted by reference in subsection (a) of this section and any of the other provisions of this chapter, such provision of this chapter shall be controlling.~~

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 3.** That all ordinances made in conflict with this Ordinance are hereby repealed.

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

**APPROVED AND AUTHENTICATED on this 13<sup>th</sup> day of MARCH, 2018  
for second reading.**



STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA

City Commission  
Ordinance

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MEETING DATE: March 13, 2018  
FROM: Valerie Manning  
SUBJECT: **First Reading - Ordinance 3002 An Ordinance of the City of Holly Hill, Florida, Adopted Pursuant to Florida Statute Sections 101.161 and 166.031 Setting Forth Proposed Amendments to the City's Charter to be Submitted to the Voters of the City at a General Election on August 28, 2018; Providing for a Ballot Summary and Title for Each Proposed Amendment; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**  
NUMBER: (ID # 1899)  
APPLICANT:  
PLANNER:

---

**DISCUSSION:**

The City Attorney has prepared an ordinance with proposed amendments to the City's Charter which will be presented to the voters of the City of Holly Hill at its General Election on Tuesday, August 28, 2018.

The following two (2) ballot summaries will be presented to the voters of Holly Hill:

1. **Elimination of Civil Service Act:** The Civil Service Act no longer provides protections to the City's employees because most employees are now covered by union contracts. However, State law limits the retirement benefits some City employees can receive because the City has Civil Service. Repealing Civil Service will allow some City employees to receive better retirement benefits without reducing employment protections for any City employee.

Should the City Charter be amended to eliminate the Civil Service Act?

\_\_\_\_\_ Yes. In favor of amending the Charter to eliminate the Civil Service Act.

\_\_\_\_\_ No. Against amending the Charter to eliminate the Civil Service Act, thereby retaining the Civil Service Act.

2. **Four Year Staggered Terms:** The Charter limits the term of office of the Mayor and Commissioners to two (2) years and currently all elected offices are on the same election cycle. This amendment proposes four (4) year staggered terms for elected offices. If approved, the Mayor and two (2) Commissioners will be elected during one election



cycle and the other two (2) Commissioners will be elected in the next election cycle two (2) years later.

Should the City Charter be amended to provide for four (4) year staggered terms for the Mayor and Commissioners?

\_\_\_\_\_ Yes. In favor of amending the Charter to provide four (4) year staggered terms of office for the Mayor and Commissioners.

\_\_\_\_\_ No. Against amending the Charter to provide four (4) year staggered terms of office for the Mayor and Commissioners, thereby retaining two year terms.

**FISCAL ANALYSIS:**

Funds are available for this year's municipal General Election being held on Tuesday, August 28, 2018, in the Election Expenses for FY 2017-2018; account number 001-1201-512-4960.

**STAFF RECOMMENDATION:**

No recommendation by staff is offered.

**COMMISSION GOAL:**

N/A

**MOTION:**

**APPROVE FIRST READING OF ORDINANCE 3002, ADOPTED PURSUANT TO FLORIDA STATUTE SECTIONS 101.161 AND 166.031 SETTING FORTH PROPOSED AMENDMENTS TO THE CITY'S CHARTER TO BE SUBMITTED TO THE VOTERS OF THE CITY AT A GENERAL ELECTION ON AUGUST 28, 2018; PROVIDING FOR A BALLOT SUMMARY AND TITLE FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**Ordinance No. (ID # 1899)**

**FIRST READING - ORDINANCE 3002 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO FLORIDA STATUTE SECTIONS 101.161 AND 166.031 SETTING FORTH PROPOSED AMENDMENTS TO THE CITY'S CHARTER TO BE SUBMITTED TO THE VOTERS OF THE CITY AT A GENERAL ELECTION ON AUGUST 28, 2018; PROVIDING FOR A BALLOT SUMMARY AND TITLE FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 3002**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO FLORIDA STATUTE SECTIONS 101.161 AND 166.031 SETTING FORTH PROPOSED AMENDMENTS TO THE CITY'S CHARTER TO BE SUBMITTED TO THE VOTERS OF THE CITY AT A GENERAL ELECTION ON AUGUST 28, 2018; PROVIDING FOR A BALLOT SUMMARY AND TITLE FOR EACH PROPOSED AMENDMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Charter currently has a Civil Service Act, which applies only to those employees whose rights are not governed by a collective bargaining agreement. Since the police, fire and general employees are now all represented by unions, the only employees who are covered by the City's Civil Service Act are managerial level employees. However, managerial employees serve at the pleasure of the City Manager. Therefore, managerial employees receive little, if any, benefits from the Civil Service Act. However, because managerial employees are under Civil Service, State Law prohibits managerial employees from receiving Senior Management retirement benefits; and

**WHEREAS**, because the City's Charter provides for two-year, non-staggered terms, all elected officials' seats are up for election at the same time creating the possibility of a change in the majority, if not all, of the City Commission every two years.

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

**SECTION 1.** The first proposed Charter amendment is the following:

### BALLOT SUMMARY

The Civil Service Act no longer provides protections to the City's employees because most employees are now covered by union contracts. However, State law limits the retirement benefits some City employees can receive because the City has Civil Service. Repealing Civil Service will allow some City employees to receive better retirement benefits without reducing employment protections for any City employee.

#### ELIMINATION OF CIVIL SERVICE ACT

Should the City Charter be amended to eliminate the Civil Service Act?

\_\_\_\_\_ Yes. In favor of amending the Charter to eliminate the Civil Service Act.

\_\_\_\_\_ No. Against amending the Charter to eliminate the Civil Service Act, thereby retaining the Civil Service Act.

**SECTION 2.** The second proposed Charter amendment is the following:

### BALLOT SUMMARY

The Charter limits the term of office of the Mayor and Commissioners to two (2) years and currently all elected offices are on the same election cycle. This amendment proposes four (4) year staggered terms for elected offices. If approved, the Mayor and two (2) Commissioners will be elected during one election cycle and the other two (2) Commissioners will be elected in the next election cycle two (2) years later.

#### FOUR YEAR STAGGERED TERMS

Should the City Charter be amended to provide for four (4) year staggered terms for the Mayor and Commissioners?

\_\_\_\_\_ Yes. In favor of amending the Charter to provide four (4) year staggered terms of office for the Mayor and Commissioners.

\_\_\_\_\_ No. Against amending the Charter to provide four (4) year staggered terms of office for the Mayor and Commissioners, thereby retaining two year terms.

**SECTION 3.** Amendments shall become effective upon voter approval and shall be incorporated into the Charter as required by law.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

**SECTION 6.** That this Ordinance shall become effective immediately upon its adoption.

**SECTION 7.** That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on this 13<sup>th</sup> day of MARCH, 2018  
for first reading.**



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

**City Commission  
Agenda Item**

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**MEETING DATE:** March 13, 2018  
**FROM:** Brian Walker  
**SUBJECT:** Variance Request - 1064 Riverside Drive - South Front Yard  
**NUMBER:** (ID # 1956)  
**APPLICANT:** Sam and Leigh Harris  
**PLANNER:** Brian Walker

---

**INTRODUCTION**

**1064 Riverside Drive** - Request for a south front yard setback variance from thirty-five feet (35') to nine feet (9') for an existing structure and a proposed second floor addition in the R-1 (Single Family) district for property located on the northwest corner of Peterson Court and Riverside Drive, and more particularly known as 1064 Riverside Drive; V-2018-02 (Sam and Leigh Harris, Applicants) District 2 - Commissioner Currie (Brian Walker, City Planner)

**BACKGROUND**

- The subject property is located on the northwest corner of Peterson Court and Riverside Drive, and more particularly known as 1064 Riverside Drive.
- The home is located on a corner lot. Based on Section 78-14 of the Land Development Regulations of Holly Hill, titled, Definitions - Lots lines (1) the property lines abutting a street right of way are considered to be front lot lines. Therefore, the property is considered to have two front yards.
- Front yards on secondary streets for R-1 zoned lots fronting Riverside Drive are required to have a thirty-five foot (35') setback. (Sec. 114-765)
- Property Appraiser records indicate that the house was built in 1939. The lot is part of the Peterson Plat which was recorded in April of 1924.
- The existing breakfast nook on the south side of the house is part of the original house and is approximately ten feet (10') from the front yard property line on Peterson Court. The current required setback is thirty-five feet (35'), however the breakfast nook was constructed prior to the existence of the Land Development Regulations and setback requirements. The existing structure is considered legal non-conforming. (Sec. 114-34)
- The applicant proposes to build a second floor master bathroom over the existing breakfast nook. Since the master bathroom is proposed to go over the existing breakfast nook, it will not add to the building footprint or encroach any further into the setback.
- The request is for a variance from the Land Development Regulations of Holly

Hill, Sec. 114-765 for a front yard (Peterson Court) setback variance from thirty-five feet (35') to nine feet (9') in the R-1 (Single Family) district for an existing legal non-conforming structure and a proposed second floor addition to said structure.

### **STAFF FINDINGS**

The applicant has satisfied all six criteria under Sec. 82-317 of the Land Development Regulations for granting a variance, listed below:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district;

Response: The existing structure pre-dates the Land Development Regulations and setback requirements of Holly Hill and is legal non-conforming. The home was not in violation of any zoning requirements when it was constructed.

- (2) That the special conditions and circumstances do not result from the applicant's own actions;

Response: The existing structure pre-dates the Land Development Regulations and setback requirements of Holly Hill and is legal non-conforming. The applicant did not create the non-conformity.

- (3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district;

Response: In any classification, a legal non-conforming structure can still be used. The applicant is not requesting an expansion to the building footprint or further encroachment into the front-yard setback. All structures in the R-1 zoning district are permitted a height of thirty feet (30'). The granting of this request will allow the applicant the same right.

- (4) That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant;

Response: Properties within the R-1 zoning district are permitted a maximum building height of thirty-feet. The subject structure of this variance request is a single-story. Without a variance, the applicant will not be able to add a second-story to part of the house.

- (5) That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Response: The applicant is not requesting an expansion to the building footprint or encroachment into the south front-yard setback.

- (6) That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: The granting of the variance will not increase the building footprint or encroachment of the structure that was constructed in its current location prior to the adoption of the Land Development Regulations. The variance approval and vertical expansion will not be injurious to the public or public welfare.

### **STAFF CONCLUSIONS**

Staff finds that the variance criterion have been satisfied. The existing structure was constructed prior to the adoption of the Land Development Regulations of Holly Hill. The proposed structure will not encroach any further into the required setback or expand the existing footprint. The existing structure and its proposed vertical addition, will not be injurious to the area involved or otherwise detrimental to the public welfare.

### **BOARD OF PLANNING AND APPEALS RECOMMENDATION**

At its March 5, 2018 meeting, the Board of Planning and Appeals voted unanimously to recommend approval of the variance request.

### **STAFF RECOMMENDATION**

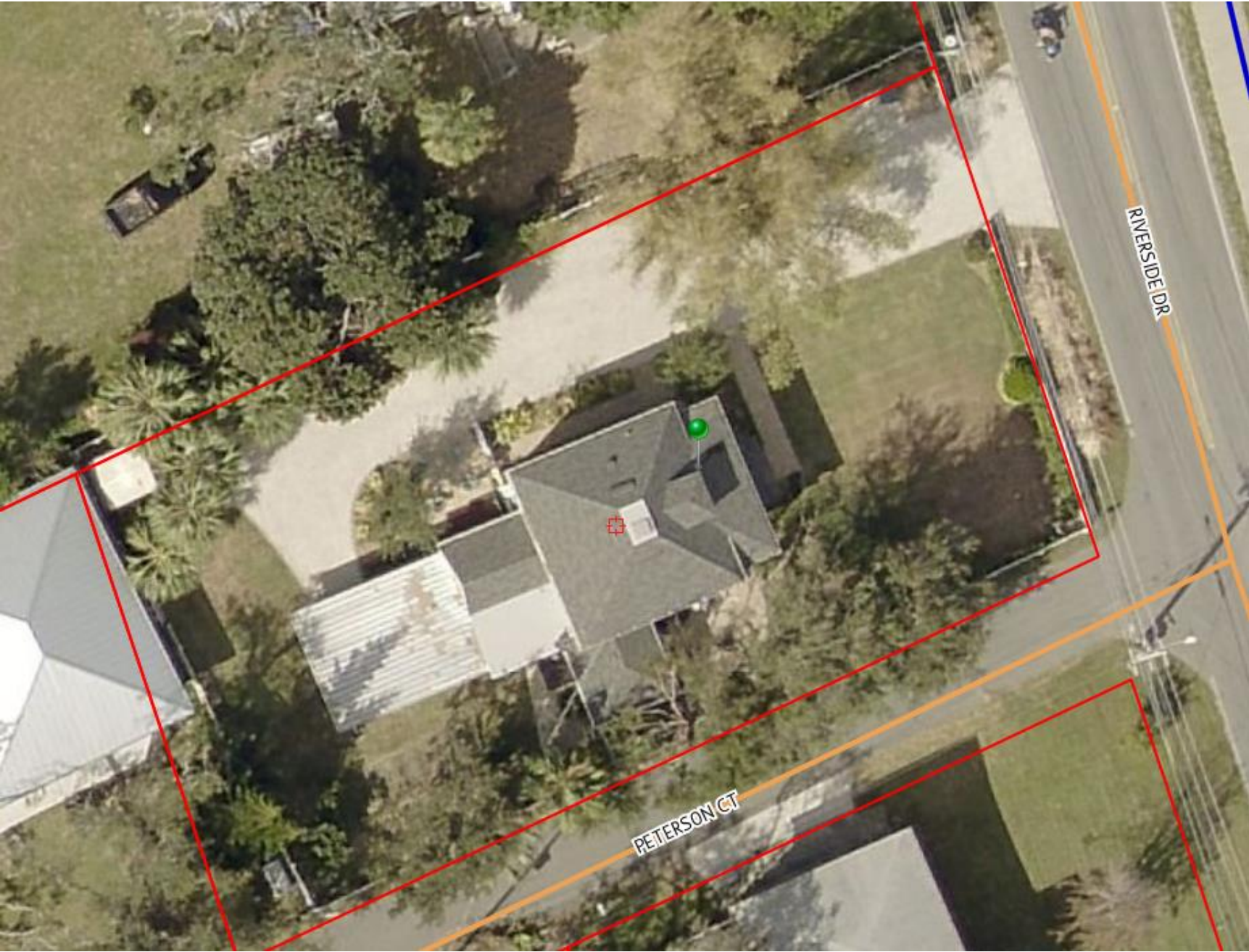
Based on the stated findings, staff recommends approval of the south-side front setback variance from thirty-five feet (35') to nine feet (9') for both the existing legal non-conforming (breakfast nook) structure and its proposed vertical addition.

- Aerial (PDF)
- Applicant Justification Statement (PDF)
- Application (PDF)
- Area of Request Expanded (PDF)
- Front of House (PDF)
- Location Map (PDF)
- North View of Breakfast Nook (PDF)
- PA Information Sheet (PDF)
- Plat (PDF)
- Rear of House (PDF)
- Rendering (PDF)

- Survey & Area of Request (PDF)
- BOPA Minutes (PDF)
- Historic Property Survey of Holly Hill (PDF)



Aerial



Attachment: Aerial (1956 : 1064 Riverside - South Front Yard Variance Request)

**SAM AND LEIGH HARRIS**

10 Feb 2018

Dear Mr. Walker and Members of the Planning and Zoning Board:

This letter is provided to further explain the request for variance with regard to 1064 Riverside Dr., Holly Hill, FL 32117.

**ROOMS, SIZE, AND SPACE**

We seek to increase the size and improve the functionality of this wonderful historic house by taking it from a 2-bedroom, 2-bath with a poorly constructed 1-car quasi-garage to a 2-bedroom, 3-bath, with a well-constructed 2-car garage. Additionally, on top of the garage, we seek to build a small mother-in-law suite, equipped with a small kitchenette and a full bath.

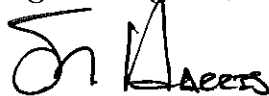
The current square footage of the house is approximately 1,716 square feet and the planned improvements will increase the amount of square feet by about 43% to 2,454 (this includes the mother-in-law suite).

The variance request applies only to the intent to build the Master Bathroom on top of the exiting Breakfast Nook. No actual additional encroachment on the property within the variance will be made.

The garage extension should come to 10' 6" from the property line of our (see planform diagram) neighbors to the immediate west, Ron and Elizabeth Bell. This should bring us to within 6' of the limit, but not exceeding that which would require an additional variance request.

Thank you for your consideration and thoughtfulness in this matter.

Highest Regards,



Sam and Leigh Harris

Attachment: Applicant Justification Statement (1956 : 1064 Riverside - South Front Yard Variance Request)

V# \_\_\_\_\_

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

Home is Historic Landmark of Holly Hill (114 years old) and we purchased it in its existing condition (i.e., with the breakfast nook already added) in July 2017.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

Home (as is) already sits inside variance limits because the variances did not exist when the home was built.

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

Current plans to build within the variance are on top of existing structure. No further encroachment of variance is sought.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district.

A literal interpretation of the variance would prevent us from building vertically on top of the existing breakfast nook thereby preventing us from adding a Master Bathroom to the house. Such a situation would decrease the home's utility, overall square footage, and value as real estate.

Attachment: Applicant Justification Statement (1956 : 1064 Riverside - South Front Yard Variance Request)

V# \_\_\_\_\_

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

It is both sound engineering and architecture to build a wall on top of an existing wall. Additionally, the aesthetic of the house will be improved if the board permits this variance.

6. Describe how the granting of the variance is in harmony with the general intent and purpose of the Code and the city's comprehensive plan.

This home is one of the homes that are naturally showcased during travel on Riverside Drive. All plans include adhering to the "Old Florida" style of the home, thus increasing its aesthetic "pleasantness" as we as that of Holly Hill, FL.

7. Describe how the granting of the variance will be in harmony with the general intent and purpose of the zoning regulations and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The variance requested only applies to building vertically on top of an existing structure. No further encroachment toward any street will be made. This home addition will make the neighborhood more attractive by increasing the value of a neighbor's (ours) house.

8. Explain how your request is consistent with the general intent and purpose of the Comprehensive Plan Ordinance (Section 78-5) to foster and preserve public health, safety, comfort and welfare, and aid in the harmonious, orderly, aesthetically pleasing and socially beneficial development of the city.

This home addition will be designed and built to code. Additional structural improvements to the home (thermal barrier underneath, additional central air, reinforcement of a floor joist) will be made during construction that will make it even safer than it is now. See the submitted plans to get an idea of the aesthetic enhancements that will result.





**CITY OF HOLLY HILL**  
**PLANNING & DEVELOPMENT DEPARTMENT**  
 1065 RIDGEWOOD AVENUE  
 HOLLY HILL, FLORIDA, 32117  
 TELEPHONE: (386) 248-9442

V# 2018-02 Riverside (1064)

### VARIANCE

**COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING**

#### PROPERTY

|                                                                                                                                                                                                                                                  |                                                        |                                                                                                           |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------|
| PARCEL ID #: 35-14-32-03-00-0060                                                                                                                                                                                                                 |                                                        |                                                                                                           |                             |
| ADDRESS: 1064 Riverside Dr, Holly Hill, FL 32117                                                                                                                                                                                                 |                                                        |                                                                                                           |                             |
| TOTAL ACREAGE: .301 acres                                                                                                                                                                                                                        |                                                        | USE OF PROPERTY: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> NON-RESIDENTIAL |                             |
| ZONING: Residential                                                                                                                                                                                                                              |                                                        | FUTURE LAND USE: Residential                                                                              |                             |
| TYPE OF STRUCTURE: <input type="checkbox"/> SHED <input type="checkbox"/> FENCE <input type="checkbox"/> POOL <input type="checkbox"/> SCREEN ENCLOSURE <input checked="" type="checkbox"/> ADDITION <input type="checkbox"/> SINGLE FAMILY HOME |                                                        |                                                                                                           |                             |
| DESCRIPTION OF STRUCTURE:                                                                                                                                                                                                                        |                                                        |                                                                                                           |                             |
| TYPE OF VARIANCE:                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> FRONT YARD SETBACK | REQUIRED: <u>35</u> feet FT.                                                                              | PROPOSED: <u>9</u> feet FT. |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> SIDE YARD SETBACK             | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.         |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> SIDE STREET SETBACK           | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.         |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> REAR YARD SETBACK             | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.         |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> MINIMUM LOT SIZE              | REQUIRED: _____ SQ. FT.                                                                                   | ACTUAL: _____ SQ. FT.       |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> WIDTH AT BUILDING LINE        | REQUIRED: _____ FT.                                                                                       | ACTUAL: _____ FT.           |
|                                                                                                                                                                                                                                                  | <input type="checkbox"/> HEIGHT                        | REQUIRED: _____ FT.                                                                                       | PROPOSED: _____ FT.         |
| IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (YEARS AGO)                                                                                                     |                                                        |                                                                                                           |                             |
| IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                |                                                        |                                                                                                           |                             |

#### OWNER

|                                     |           |                                 |  |
|-------------------------------------|-----------|---------------------------------|--|
| NAME: Sam and Leigh Harris          |           | COMPANY: not applicable         |  |
| ADDRESS: 1064 Riverside Dr.         |           |                                 |  |
| CITY: Holly Hill                    | STATE: FL | ZIP: 32117                      |  |
| PHONE: 937-545-5929 or 813-957-6156 |           | EMAIL: leighgharris@hotmail.com |  |

V# \_\_\_\_\_

**AGENT/CONSULTANT**

|          |          |      |
|----------|----------|------|
| NAME:    | COMPANY: |      |
| ADDRESS: |          |      |
| CITY:    | STATE:   | ZIP: |
| PHONE:   | EMAIL:   |      |

**APPLICATION TYPE/FEE**

- |                                                            |                       |
|------------------------------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> VARIANCE – RESIDENTIAL | \$350.00 PER VARIANCE |
| <input type="checkbox"/> VARIANCE – COMMERCIAL             | \$500.00 PER VARIANCE |

**ATTACHMENT CHECKLIST**

- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ QUESTIONNAIRE
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
- ☐ PHOTOGRAPHS, IF DESIRED

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.



**SIGNATURE OF OWNER/AUTHORIZED APPLICANT**

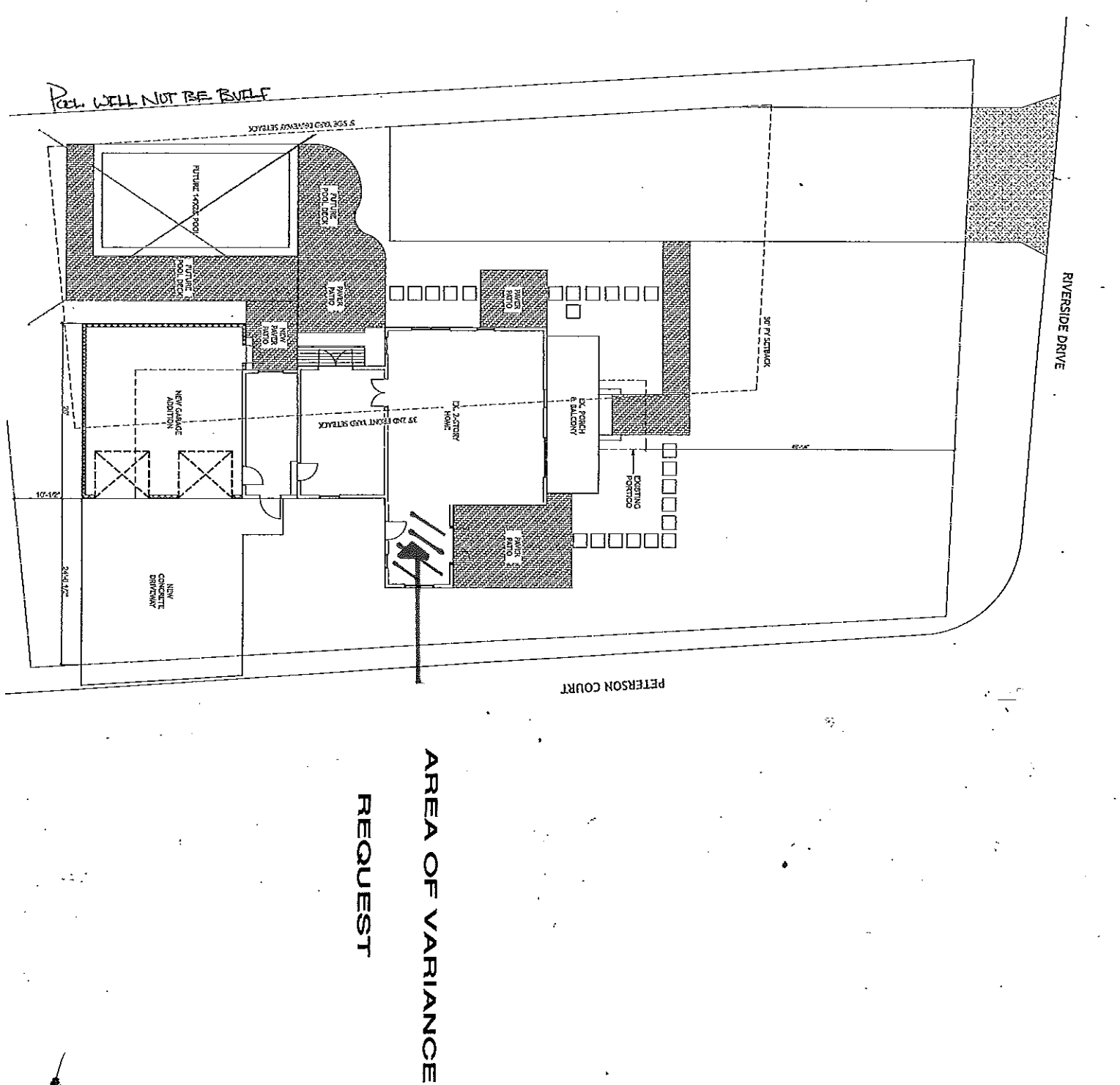
10 Feb 2018

**DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Revised 2018

Attachment: Application (1956 : 1064 Riverside - South Front Yard Variance Request)



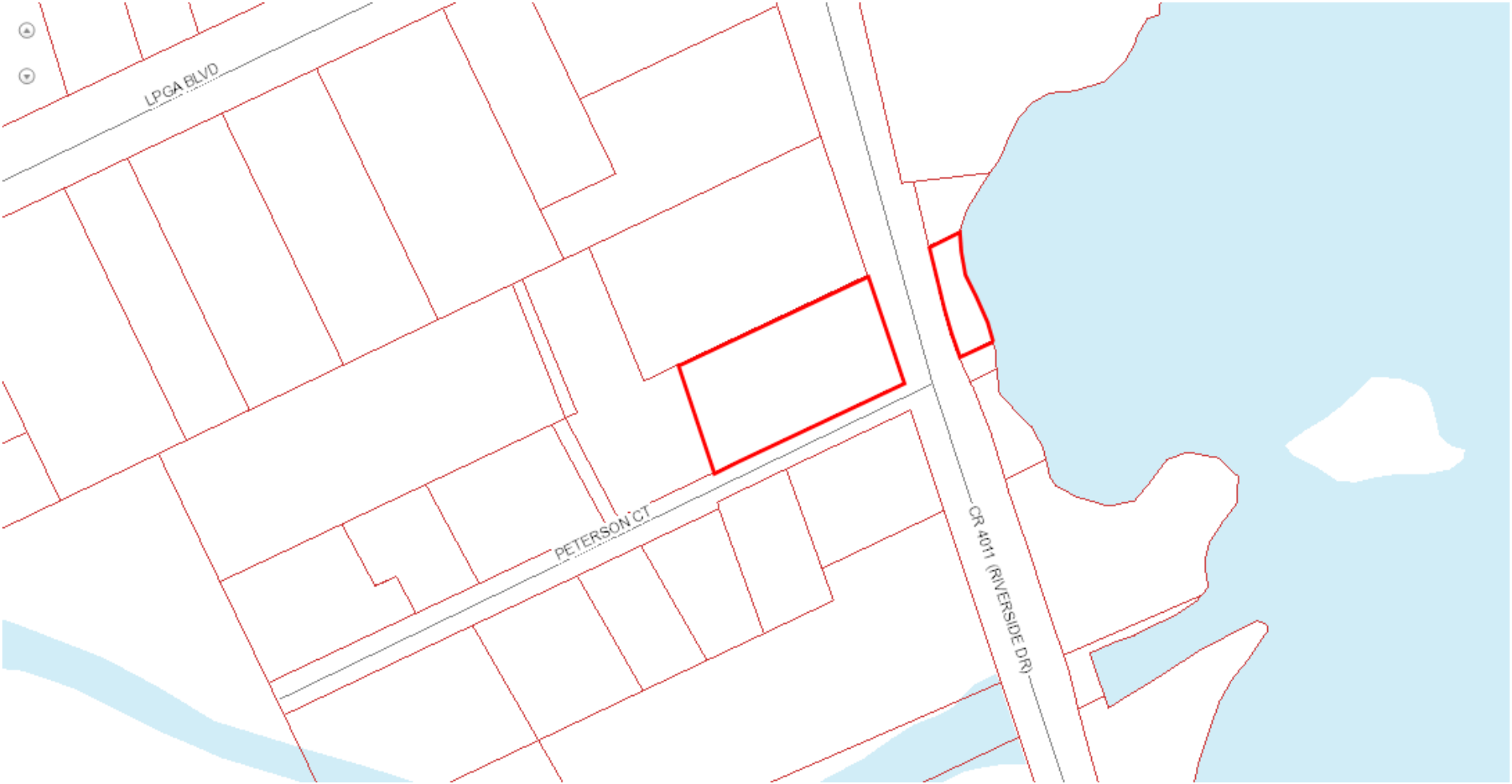
Front of House.

View facing west from Riverside Drive. The existing breakfast nook is on the left.





Location Map



Attachment: Location Map (1956 : 1064 Riverside - South Front Yard Variance Request)

View from Peterson Court facing north. This is the existing breakfast nook. The applicant wants to place a master bathroom on top of the breakfast nook.





# Volusia County Property Appraiser

Larry Bartlett, J.D.

Home Search Downloads Exemptions Agriculture Maps Tangible Links Contact

Home Search Choices Search By Location Address Property Information

Parcel Information: 4235-03-00-0060 2018 Working Tax Roll Last Updated: 12-17-2017

## Owner Name and Address

|                       |                                    |                      |                             |
|-----------------------|------------------------------------|----------------------|-----------------------------|
| Alternate Key         | 3130669                            | Parcel Status        | Active Parcel (Real Estate) |
| Short Parcel ID       | 4235-03-00-0060                    | Mill Group           | 203 Holly Hill              |
| Full Parcel ID        | 35-14-32-03-00-0060                | 2017 Final Mill Rate | 21.43030                    |
| Created Date          | 26 DEC 1981                        |                      |                             |
| Property Class        | 01 Single Family                   |                      |                             |
| Ownership Type        | Tenancy in the Entirety            | Ownership Percent    | 100                         |
| Owner Name            | HARRIS SAMUEL R & ORA L            |                      |                             |
| Owner Name/Address 1  |                                    |                      |                             |
| Owner Address 2       | 1064 RIVERSIDE DR                  |                      |                             |
| Owner Address 3       | HOLLY HILL FL                      |                      |                             |
| Owner Zip/Postal Code | 32117                              |                      |                             |
| Situs Address         | 1064 RIVERSIDE DR HOLLY HILL 32117 |                      |                             |

## Legal Description

E 150 FT OF LOT 6 SUB LOTS 9 & 10 BLK 1 M & C HOLLY HILL & LAND 40 FT E OF C/L RIVERSIDE DR ADJ PER D/C OR 3267 PG 162 PER OR 6968 PG 0603 PER OR 7415 PG 0618

## Sales History

| Book Page | Sale Date | Sale Instrument | Qualified Unqualified | Improved | Sale Price |
|-----------|-----------|-----------------|-----------------------|----------|------------|
| 7415 0618 | 08/2017   | Warranty Deed   | Qualified Sale        | Yes      | 365,000    |
| 6968 603  | 03/2014   | Warranty Deed   | Qualified Sale        | Yes      | 175,000    |

## History of Values

| Year | Land    | Bldg(s) | Misc. Impr. | Just Value | School Assessed | Non-School Assessed | School Exemption | School Taxable | Non-School Exemption | Non-School Taxable |
|------|---------|---------|-------------|------------|-----------------|---------------------|------------------|----------------|----------------------|--------------------|
| 2017 | 110,416 | 102,070 | 7,968       | 220,454    | 94,222          | 94,222              | 25,000           | 69,222         | 25,000               | 44,222             |
| 2016 | 103,948 | 92,912  | 7,669       | 204,529    | 92,284          | 92,284              | 25,000           | 67,284         | 25,000               | 42,284             |

[Display Value History](#)

## Land Data

| Code                         | Land Use Type           | Frontage | Depth | No. Units | Unit Type  | Rate    | Depth | Loc | Shp | Phy | Just Value |
|------------------------------|-------------------------|----------|-------|-----------|------------|---------|-------|-----|-----|-----|------------|
| 0033                         | VAC RVRFRNT-1 <2 AC     | 80.0     | 30.0  | 80.00     | FRONT FEET | 7.50    | 78    | 100 | 100 | 100 | 468        |
| 0146                         | IMP WTR VIEW W/RIIP RTS | 80.0     | 143.0 | 80.00     | FRONT FEET | 1700.00 | 81    | 100 | 100 | 100 | 109,948    |
| Neighborhood 2410 RIVER VIEW |                         |          |       |           |            |         |       |     |     |     |            |
| Total Land Classified        |                         |          |       |           |            |         |       |     |     |     | 0          |
| Total Land Just              |                         |          |       |           |            |         |       |     |     |     | 110,416    |

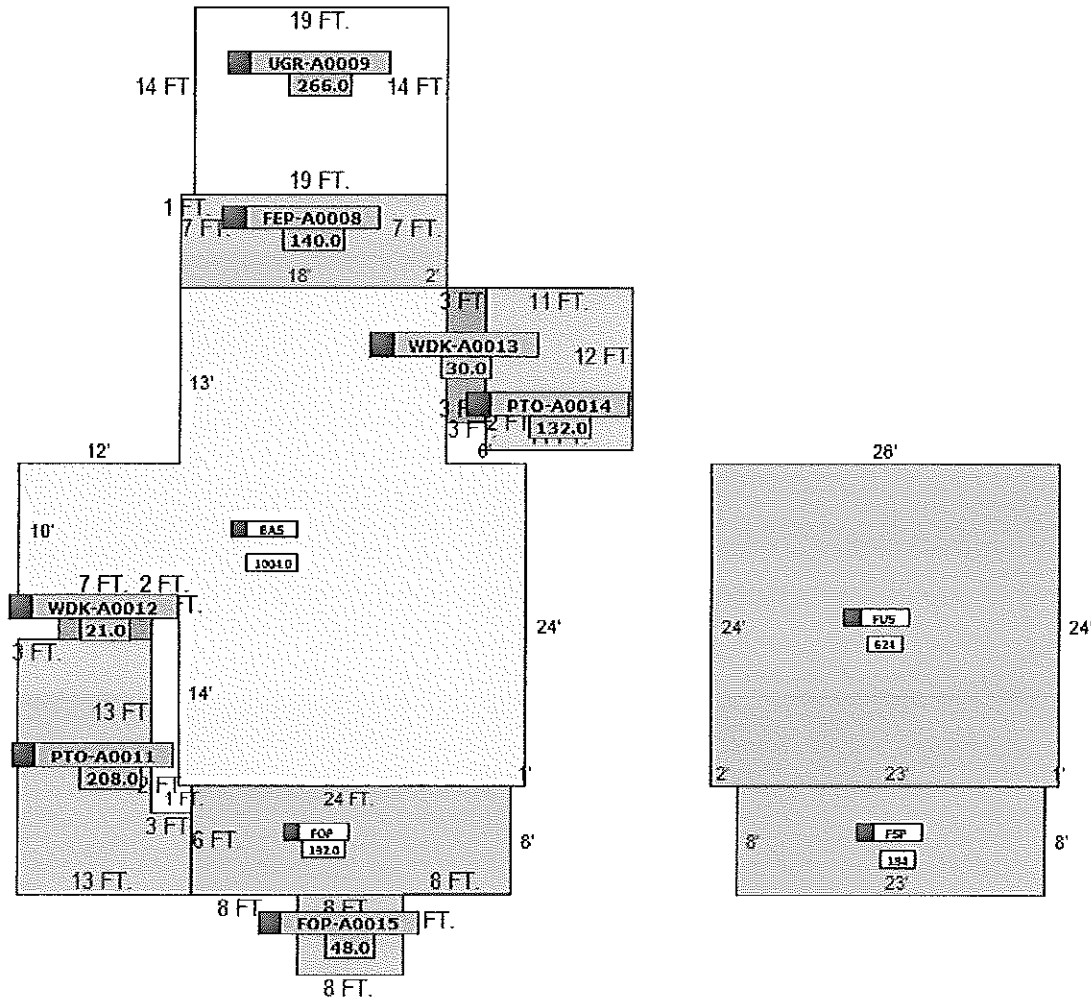
## Building Characteristics

Building Number: 75434 (Building 1 of 1)

| Bldg. No.      | Improvement Type               | Base Perimeter            | Year Built     | Quality Grade  | Architecture | Phys. Depr.    | Func. Obs.  | Loc. Obs.     | Next Review |
|----------------|--------------------------------|---------------------------|----------------|----------------|--------------|----------------|-------------|---------------|-------------|
| 75434          | Single Family                  | 150                       | 1939           | 300            |              | 25%            | 0%          | 0%            | 2999        |
| Roof Type      | HIP                            | Floors                    | Wood Laminate  | Bedrooms       | 2            | 4 Fixture Bath |             |               | 0           |
| Roof Cover     | ASPHALT SHINGL                 | Wall Type                 | Plaster        | X Fixture Bath | 0            | 5 Fixture Bath |             |               | 0           |
| Heat Type1     | Convection                     | Heat Source1              | Electricity    | 2 Fixture Bath | 0            | 6 Fixture Bath |             |               | 0           |
| Heat Type2     |                                | Heat Source2              |                | 3 Fixture Bath | 2            | 7 Fixture Bath |             |               | 0           |
| Foundation     | Concrete Block                 | Year Remodeled            |                | Fireplaces     | 0            | A/C            |             |               | Yes         |
| Section Number | Area Type                      | Exterior Wall Type        | Number Stories | Year Built     | Attic Finish | Bsmt Area      | Bsmt Finish | Floor Area    |             |
| 001            | Res BASE Area (BAS)            | SGL SIDING,W.FR.NO SHEAT. | 1.0            | 1939           | N            | 0%             | 0%          | 1004 Sq. Feet |             |
| 002            | Upper Story, Finished (FUS)    | SGL SIDING,W.FR.NO SHEAT. | 1.0            | 1939           | N            | 0%             | 0%          | 624 Sq. Feet  |             |
| 003            | Porch, Screened Finished (FSP) | Non-Applicable            | 1.0            | 1939           | N            | 0%             | 0%          | 184 Sq. Feet  |             |
| 004            | Porch, Open Finished (FOP)     | Non-Applicable            | 1.0            | 1939           | N            | 0%             | 0%          | 192 Sq. Feet  |             |
| 008            | Finished Enclosed Porch (FEP)  | Non-Applicable            | 1.0            | 1939           | N            | 0%             | 0%          | 140 Sq. Feet  |             |
| 009            | Unfinished Garage (UGR)        | Non-Applicable            | 1.0            | 1989           | N            | 0%             | 0%          | 266 Sq. Feet  |             |



|                                |                |     |      |   |    |    |              |
|--------------------------------|----------------|-----|------|---|----|----|--------------|
| 011 Patio (PTO)                | Non-Applicable | 1.0 | 2015 | N | 0% | 0% | 208 Sq. Feet |
| 012 Wood Deck (WDK)            | Non-Applicable | 1.0 | 2015 | N | 0% | 0% | 21 Sq. Feet  |
| 013 Wood Deck (WDK)            | Non-Applicable | 1.0 | 2015 | N | 0% | 0% | 30 Sq. Feet  |
| 014 Patio (PTO)                | Non-Applicable | 1.0 | 2015 | N | 0% | 0% | 132 Sq. Feet |
| 015 Porch, Open Finished (FOP) | Non-Applicable | 1.0 | 2015 | N | 0% | 0% | 48 Sq. Feet  |

**Miscellaneous Improvements**

| Improvement Type     | Number of Units | Unit Type | Life | Year In | Grade | Length | Width | Depr. Value |
|----------------------|-----------------|-----------|------|---------|-------|--------|-------|-------------|
| SHD SHED RESIDENTIAL | 64 SF           |           | 15   | 2015    | 2     | 8      | 8     | 261         |
| DOC BOAT DOCK        | 354 SF          |           | 25   | 2014    | 3     | 0      | 0     | 6,117       |
| UOP OP PORCH UNFIN   | 110 SF          |           | 30   | 2014    | 3     | 11     | 10    | 1,234       |

**Parcel Notes (Click button below to display Parcel Notes)**[Display Notes](#)**Planning and Building**

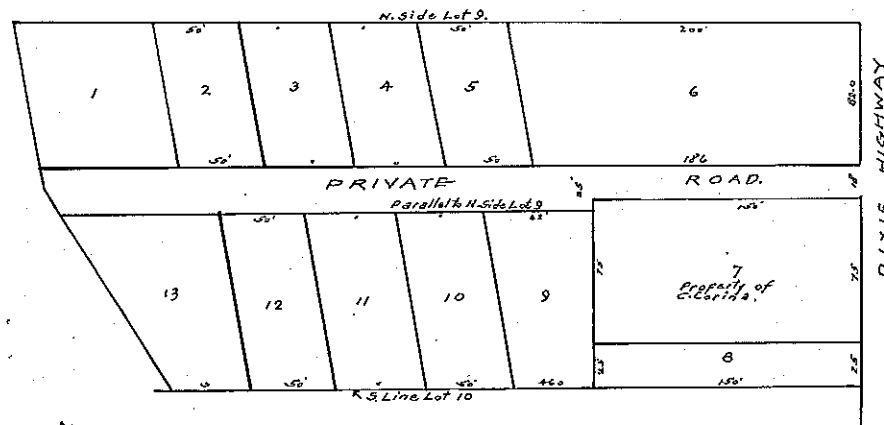
| Permit Number | Permit Amount | Date Issued | Date Complete | Construction Description | Occupancy Number | Occupancy Bldg |
|---------------|---------------|-------------|---------------|--------------------------|------------------|----------------|
| 14-821        | 8,250         | 04-17-2014  |               | NEW SHINGLE ROOF         |                  | 0              |
| 20140506014   | 0             | 05-13-2015  | 05-15-2015    | WETLANDS                 |                  | 0              |

[Display Permits](#)**Total Values**

|                            |                                       |         |
|----------------------------|---------------------------------------|---------|
| Land Value                 | 110,416 New Construction Value        | 0       |
| Building Value             | 136,270 City Econ Dev/Historic        | 0       |
| Miscellaneous              | 7,612                                 |         |
| Just Value                 | 254,298 Previous Just Value           | 220,454 |
| School Assessed            | 254,298 Previous School Assessed      | 94,222  |
| Non-School Assessed        | 254,298 Previous Non-School Assessed  | 94,222  |
| Exemption Value            | 0 Previous Exemption Value            | 25,000  |
| Additional Exemption Value | 0 Previous Additional Exemption Value | 25,000  |
| School Taxable             | 254,298 Previous School Taxable       | 69,222  |

Plat

BOOK 18 PAGE 90

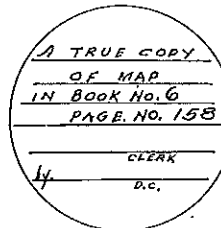


State of Florida,  
County of Volusia, Sophia and Edwin Peterson being duly Sworn  
declare that they are owners of Lots 9 and 10 Block 1, Mason and  
Carroll Subdivision of part of the Fifth Grant in Volusia Co.,  
Sophia Peterson as to Lot 9, and Edwin Peterson as to Lot 10 that they  
have caused a subdivision to be made of said lands by C. H. Rogers  
and that same is correct to their best knowledge and file the same  
for record.

Signed sworn to and acknowledged  
before me this 24th of April 1934.  
C. H. Rogers, Notary Public  
Comm. Exp. 12/14/33.

Filed in Office  
Sep 23, 1934  
C. H. Rogers, Notary Public  
Comm. Exp. 12/14/33.

See also original in file 158.



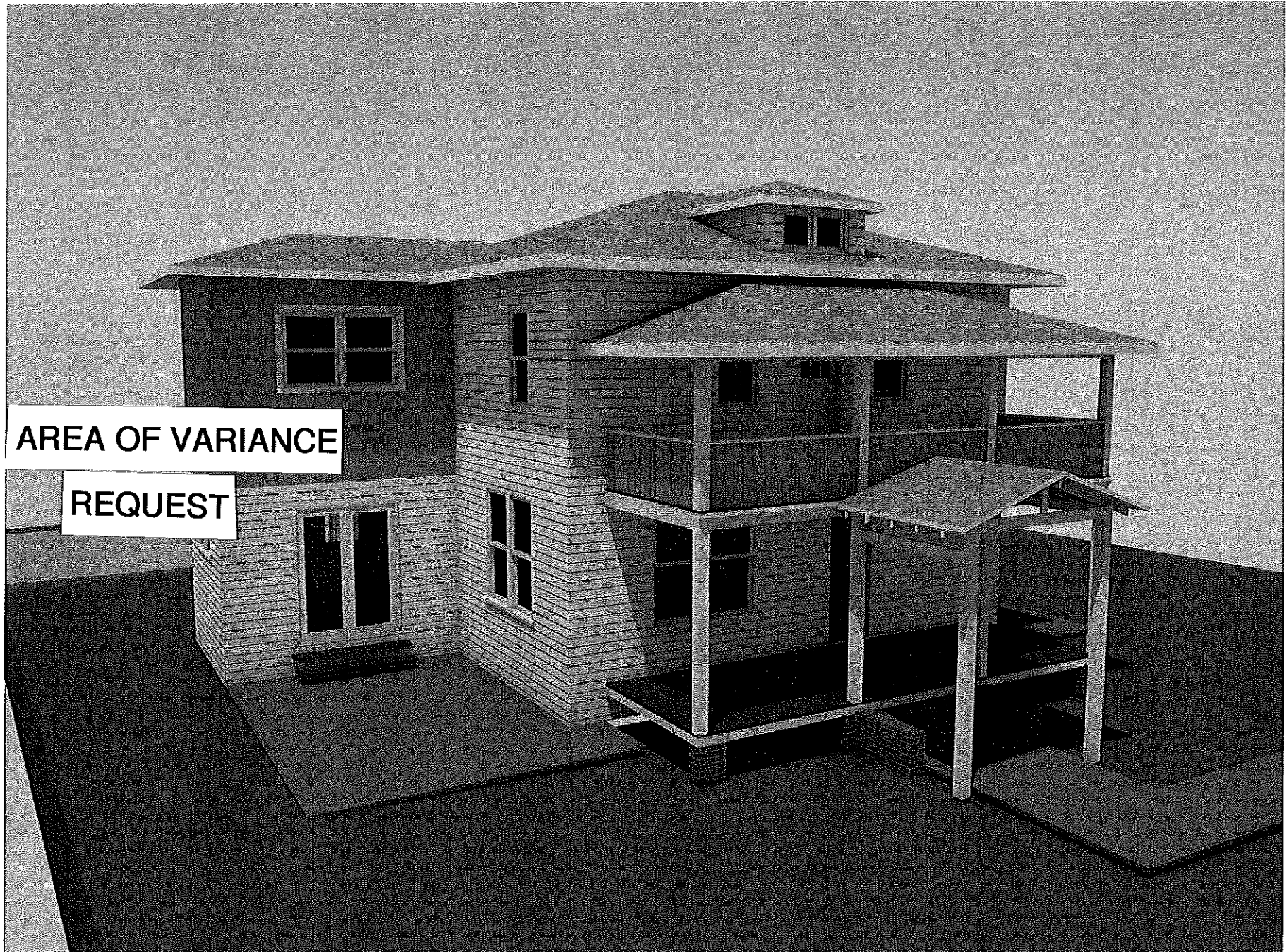
Rear of House.

View facing east on Peterson Court.



Attachment: Rear of House (1956 : 1064 Riverside - South Front Yard Variance Request)













Attachment: Rendering (1956 : 1064 Riverside - South Front Yard Variance Request)







# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

MINUTES • MARCH 5, 2018

City Commission Chamber

BOPA Regular Meeting

6:30 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

| Attendee Name    | Title        | Status  | Arrived |
|------------------|--------------|---------|---------|
| Mike Myer        | Chairman     | Present |         |
| Jim Legary       | Board Member | Present |         |
| Robin D. Hanger  | Board Member | Absent  |         |
| Arthur Cappuccio | Board Member | Present |         |
| Arthur W. Morris | Board Member | Present |         |

### 2. INVOCATION

Invocation was led by Chairman Mike Myer.

### 3. PLEDGE OF ALLEGIANCE

Art Cappuccio led the Pledge of Allegiance.

### 4. BOPA MINUTES APPROVAL

1.

Minutes of February 5, 2018 BOPA Meeting

(Requested by Brian Walker, City Planner)

|                  |                                 |
|------------------|---------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>     |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member  |
| <b>SECONDER:</b> | Jim Legary, Board Member        |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris |
| <b>ABSENT:</b>   | Hanger                          |

Enacted and approved this 5th day of March, 2018, in Holly Hill



### 5. AGENDA ITEM(S)

1.

1700 Ridge Avenue Front Setback Variance Request

(Requested by Brian Walker, City Planner)

Brian Walker, summarized his staff report, stating that the request is for a front yard setback variance from thirty feet (30') to ten feet (10') for a detached two car garage. Further stating that the applicant has not satisfied all six criteria of the Land Development Regulations for granting a variance.

The two criteria that are not satisfied are number (2) "That the special conditions and circumstances do not result from the applicant's own actions". The applicant converted and incorporated the previous single-car garage into an in-law apartment, therefore, the special conditions and circumstances are a result of the applicant's own actions.

Number (3) "That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other land's, buildings or structures in the same zoning district". The proposed encroachment of the two car garage into the front yard setback would allow the applicant to build where other owners within the R-1 zoning district are not allowed to build; therefore, the granting of the variance requested would confer on the applicant special privileges that are denied by Section 114-765 to other lands, buildings, or structures in the same zoning district.

Based on these findings, staff recommends denial of the request.

Greg Reynolds, 1700 Ridge Avenue, husband of applicant, stepped to the podium to answer any questions, the Board may have. He was asked why the original garage was converted into an apartment. He stated it was for family.

After some discussion, he was given some other options for placing the detached garage on his property without the use of a variance.

The Board denied the request for a variance.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>DO NOT RECOMMEND APPROVAL TO CITY COMMISSION<br/>[UNANIMOUS]</b> |
| <b>MOVER:</b>    | Jim Legary, Board Member                                            |
| <b>SECONDER:</b> | Arthur W. Morris, Board Member                                      |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris                                     |
| <b>ABSENT:</b>   | Hanger                                                              |

Enacted and approved this 5th day of March, 2018, in Holly Hill



2.

1064 Riverside Drive - South Front Yard Variance Request

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner summarized his staff report, stating that the request is for a south front yard setback variance from thirty-five feet (35') to nine feet (9') for an existing structure and a proposed second floor addition in the R-1 district.

The existing breakfast nook on the south side of the house is part of the original house and is approximately ten feet (10') from the front yard property line on Peterson Court. The current required setback is thirty-five feet (35'), however the breakfast nook was constructed prior to the existence of the Land Development Regulations and setback requirements. The existing structure is considered legal non-conforming.

The application proposes to build a second floor master bathroom over the existing breakfast nook. Since the master bathroom is proposed to go over the existing breakfast nook, it will not add to the building footprint or encroach any further into the setback.

Staff finds that the variance criteria has been satisfied and recommends approval for both the existing legal non-conforming (breakfast nook) structure and its proposed vertical addition.

Elizabeth Bell, 100 Peterson Court stepped to the podium and stated that she is in favor of the variance and addition of the second story.

Ned Wolfarth, 1074 Riverside Drive addressed the Board stating that this home that was built in 1939 by his great grandfather and he has no objections to the variance request.

Sam Harris, 1064 Riverside Drive, applicant that if approved the 2nd story addition will be constructed in the same manner as the original structure. There will be no difference in appearance between the original residence and the addition.

The Board recommends approval to the City Commission for the variance request.

|                  |                                                          |
|------------------|----------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member                           |
| <b>SECONDER:</b> | Arthur Cappuccio, Board Member                           |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris                          |
| <b>ABSENT:</b>   | Hanger                                                   |

Enacted and approved this 5th day of March, 2018, in Holly Hill



## 6. OLD BUSINESS

None

## 7. BOARD/STAFF COMMUNICATIONS

Staff and Board members had a lengthy discussion regarding Code Enforcement procedures and rental/vacant property upkeep, along with discussing the lien process.

1.

2018 BOPA Meeting Schedule

(Requested by Brian Walker, City Planner)

The Board members accepted the meeting schedule for the year 2018.

|                |                         |
|----------------|-------------------------|
| <b>RESULT:</b> | <b>INFORMATION ONLY</b> |
|----------------|-------------------------|

Enacted and approved this 5th day of March, 2018, in Holly Hill



**8. ADJOURNMENT**

This Meeting adjourned at 7:25 PM

# Historic Properties Survey of Holly Hill, Volusia County, Florida

ESI Report of Investigations No. 994  
July 2006



By

Sidney P. Johnston

With contributions by Marsha A. Chance

And Marissa C. Gordon



**ENVIRONMENTAL SERVICES, INC.**

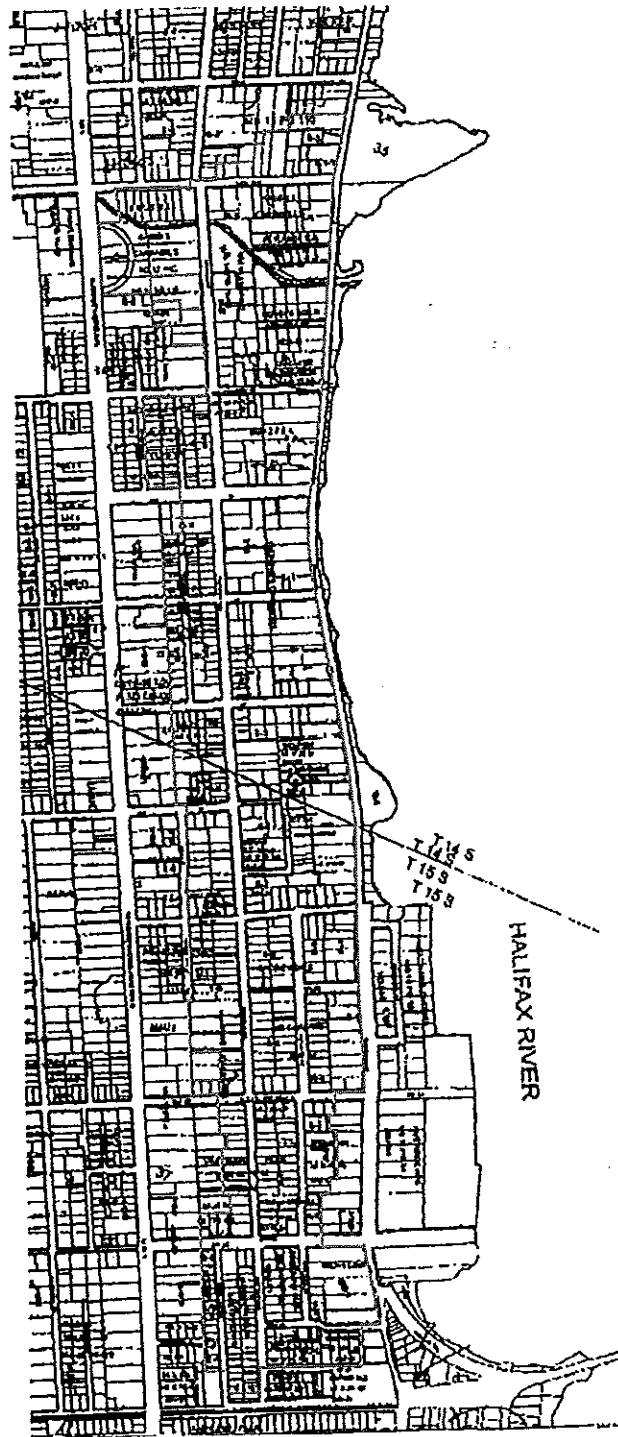
[www.environmentalservicesinc.com](http://www.environmentalservicesinc.com)

7220 Financial Way • Jacksonville, Florida 32256 • Ph. (904) 470-2200 • Fx. (904) 470-2112

866-470-2252







Potential Holly Hill Historic District

0 400' 800'



**ENVIRONMENTAL  
SERVICES, INC.**  
7220 Financial Way, Suite 100  
Jacksonville, Florida 32256  
(904) 470-2200  
(904) 470-2112 Fax  
www.environmentalservicesinc.com

Holly Hill Proposed Historic District Map  
**Holly Hill Survey**  
Volusia County, Florida

|            |                |
|------------|----------------|
| Project:   | EJ06180.00     |
| Date:      | September 2006 |
| Drwn/Chkd: | GH             |
| Figure:    | 38             |



- RN 454 1147 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 455 1125 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 457 700 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 502 1594 Riverside Drive. The property's areas of significance include architecture and community planning and development.
- RN 503 1597 Riverside Drive. The property's areas of significance include architecture and community planning and development.
- RN 504 1825 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 505 Calle Grande and FEC tracks. The property's areas of significance include architecture and community planning and development.
- RN 540 1522 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 548 1201 Daytona Avenue. The property's areas of significance include architecture and community planning and development.

## 5. Local recognition and historic preservation ordinances

Although a National Register listing represents an important step in the recognition of historic resources, the most effective legal tool available for the protection of historic resources is the local historic preservation ordinance. The exercise of governmental controls over land use is essentially the prerogative of local government and, accordingly, the protection of historic resources must rely upon local municipal enforcement. In Florida, the home-rule law permits local government to exercise such authority. Through the review and permitting processes, elected officials and staff can exercise some degree of authority in the protection of historic resources. Amendments enacted in 1980 to the National Historic Preservation Act encourage local governments to strengthen their legislation for the designation and protection of historic properties.

To be successful in encouraging historic preservation activity and protective measures, Holly Hill's residents, property owners, and elected officials should become aware of the benefits associated with historic preservation. Hundreds of cities throughout the United States have enacted historic preservation ordinances and many municipal governments in Florida use those protective measures to recognize and protect historic areas, plan for future growth, and delay senseless demolition of historic resources. Although all preservation ordinances are similar in their statements of purpose, that is, they seek to recognize and protect historic resources, in practice they vary greatly in detail and scope. Some ordinances protect an entire property, that is, exterior and interior features, *closely regulating additions, alterations, paint, associated outbuildings, and even fences. Other*

ordinances only protect exterior features, often without regard to paint and even permit minor alterations or additions.

Model ordinances are available through the National Trust for Historic Preservation, the Bureau of Historic Preservation, and numerous municipal governments throughout Florida.

Hundreds of communities throughout the nation have in recent years adopted historic preservation ordinances, contributing to the development of a sizeable body of legal precedent for such instruments. Ordinances of this kind should include standard features that have through experience proved useful in the preservation process and are legally acceptable. These most notably include:

1. A statement of purpose establishing a social, economic, and aesthetic rationale for protecting historic resources.
2. A provision enabling a municipality to designate historic resources for protection under criteria set forth in the ordinance.
3. The creation of an architectural review body whose responsibilities include recommendations to a city commission for the designation of historic resources, authority to issue certificates of approval for requests to make alterations to the properties designated by the commissions, and responsibility to advise the commissions on measures for the preservation of historic resources.
4. Provisions for establishing guidelines, qualifications of review authority members, rules of procedure, penalties, appeals, and ancillary measures.

In an urban context such as is found in Holly Hill where the historic infrastructure is predominantly suburban, residential, and privately owned, the historic preservation ordinance, combined with intelligent zoning, is virtually the only instrument available to government for protecting significant architectural resources. Holly Hill's municipal authorities adopted a historic preservation ordinance in 1991 and the city should rely, in part, on that board to begin the review and implementation process for appropriate historic preservation actions included in the recommendations in this report. The city must inform the public about the ultimate purpose and value of historic preservation. The historic preservation ordinance is not an arbitrary and capricious exercise of municipal authority, but a necessary tool to preserve the region's cultural and architectural heritage; and promote economic development in concert with the rehabilitation and restoration of historic buildings, thereby increasing their economic value.

Historic preservation promotes economic development and creates jobs. The vast majority of officially recognized individual historic buildings and those within historic districts have greater appreciation in value than those without it. In Holly Hill, intense economic pressures have encouraged some property owners to sell their older buildings along the river and Ridgewood Avenue, where high rise condominiums are under construction or in the planning stage. Consequently, the ultimate fate of the remaining historic buildings should be carefully considered. A historic preservation ordinance will serve to slow the process of alteration and demolition, and encourage public debate about future plans for the appearance of buildings and the cultural landscape at Holly Hill.

- RN 40 historic Holly Hill State Market at 102 2<sup>nd</sup> Street. The property's areas of significance include agriculture, architecture, politics/government, and social history.
- RN 57 251 Daytona Avenue. The property's areas of significance include architecture and community planning and development.
- RN 67 255 Burleigh Avenue. The property's areas of significance include architecture and exploration/settlement.
- RN 116 208 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 118 216 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 120 170 Ridgewood Avenue. The property's area of significance include architecture and commerce.
- RN 121 128 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 122 118 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 123 202 Carswell Avenue. The property's areas of significance include architecture and commerce.
- RN 131 468 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 132 500 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 136 403-411 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 160 312 Burleigh Avenue. The property's areas of significance include architecture and community planning and development.
- RN 161 316 Burleigh Avenue. The property's areas of significance include architecture and community planning and development.
- RN 179 430 Burleigh Avenue. The property's areas of significance include architecture and community planning and development.
- RN 198 402 Daytona Avenue. The property's areas of significance include architecture and community planning and development.
- RN 209 315 Daytona Avenue. The property's areas of significance include architecture and community planning and development.

- RN 250 405 6<sup>th</sup> Street. The property's areas of significance include architecture, commerce, and transportation.
- RN 271 728 Riverside Drive. The property's areas of significance include architecture and community planning and development.
- RN 272 746 Riverside Drive. The property's areas of significance include architecture and community planning and development.
- RN 281 850 Daytona Avenue. The property's areas of significance include architecture and community planning and development.
- RN 294 116 8<sup>th</sup> Street. The property's areas of significance include architecture and community planning and development.
- RN 314 700 Daytona Avenue. The property's areas of significance include architecture, community planning and development, and health/medicine.
- RN 381 700 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 384 801 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 385 810 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 386 826 Ridgewood Avenue. The property's areas of significance include architecture and commerce.
- RN 395 historic Holly Hill Municipal Building at 1065 Ridgewood Avenue (NR 1993). The property's areas of significance include architecture and politics/government.
- RN 404 167 LPGA Boulevard. The property's areas of significance include architecture, community planning and development, and exploration/settlement.
- RN 413 1064 Riverside Drive. The property's areas of significance include architecture and community planning and development.
- RN 436 1044 Daytona Avenue. The property's areas of significance include architecture, community planning and development, and education.
- RN 448 1050 Daytona Avenue. The property's areas of significance include architecture and religion.
- RN 449 1321 Daytona Avenue. The property's areas of significance include architecture and community planning and development.



|         |     |                      |                       |        |     |
|---------|-----|----------------------|-----------------------|--------|-----|
| 3VO8081 | 399 | 235 LPGA Blvd        | Masonry Vernacular    | c.1950 | Yes |
| 3VO8082 | 400 | 229 LPGA Blvd        | Masonry Vernacular    | c.1950 | Yes |
| 3VO8083 | 401 | 225 LPGA Blvd        | Masonry Vernacular    | c.1950 | Yes |
| 3VO8084 | 402 | 215 LPGA Blvd        | Masonry Vernacular    | c.1950 | Yes |
| 3VO8085 | 403 | 201 LPGA Blvd        | Classical Revival     | c.1950 | Yes |
| 3VO8086 | 404 | 167 LPGA Blvd        | Frame Vernacular      | c.1890 | Yes |
| 3VO8087 | 405 | 147 LPGA Blvd        | Masonry Vernacular    | c.1951 | Yes |
| 3VO8088 | 406 | 145 LPGA Blvd        | Masonry Vernacular    | 1951   | Yes |
| 3VO8089 | 407 | 141 LPGA Blvd        | Masonry Vernacular    | c.1925 | Yes |
| 3VO8090 | 408 | 137 LPGA Blvd        | Frame Vernacular      | c.1947 | Yes |
| 3VO8091 | 409 | 111-113 LPGA Blvd    | Masonry Vernacular    | c.1951 | Yes |
| 3VO8092 | 410 | 1090 Riverside Dr    | Frame Vernacular      | c.1905 | Yes |
| 3VO8093 | 411 | 1084 Riverside Dr    | Masonry Vernacular    | c.1950 | Yes |
| 3VO8094 | 412 | 1074 Riverside Dr    | Frame Vernacular      | c.1910 | Yes |
| 3VO8095 | 413 | 1064 Riverside Dr    | Frame Vernacular      | c.1910 | Yes |
| 3VO8096 | 414 | 120 Peterson Court   | Frame Vernacular      | c.1925 | Yes |
| 3VO8097 | 415 | 125 Peterson Court   | Masonry Vernacular    | c.1950 | Yes |
| 3VO8098 | 416 | 119 Peterson Court   | Frame Vernacular      | c.1940 | Yes |
| 3VO8099 | 417 | 107 Peterson Court   | Frame Vernacular      | c.1950 | Yes |
| 3VO8100 | 418 | 125 Peterson Court   | Contemporary          | c.1955 | Yes |
| 3VO8101 | 419 | 102 Peterson Court   | Masonry Vernacular    | c.1955 | Yes |
| 3VO8102 | 420 | 1020 Riverside Dr    | Contemporary          | c.1955 | Yes |
| 3VO8103 | 421 | 1000 Riverside Dr    | Frame Vernacular      | c.1955 | Yes |
| 3VO8104 | 422 | 920 Riverside Dr     | Split Level           | c.1950 | Yes |
| 3VO8105 | 423 | 900 Riverside Dr     | Classical Revival     | 1878   | Yes |
| 3VO8106 | 424 | 124 9th St           | Masonry Vernacular    | c.1950 | Yes |
| 3VO8107 | 425 | 130 9th St           | Masonry Vernacular    | c.1950 | Yes |
| 3VO8108 | 426 | 913 Avondale Ave     | Frame Vernacular      | c.1950 | Yes |
| 3VO8109 | 427 | 925 Avondale Ave     | Frame Vernacular      | c.1924 | Yes |
| 3VO8110 | 428 | 928 Avondale Ave     | Bungalow              | c.1924 | Yes |
| 3VO8111 | 429 | 934 Avondale Ave     | Mediterranean Revival | c.1927 | Yes |
| 3VO8112 | 430 | 937 Avondale Ave     | Mediterranean Revival | c.1925 | Yes |
| 3VO8113 | 431 | 941 Avondale Ave     | Mediterranean Revival | c.1925 | Yes |
| 3VO8114 | 432 | 942 Avondale Ave     | Mediterranean Revival | c.1925 | Yes |
| 3VO8115 | 433 | 225 10th St          | Mediterranean Revival | c.1924 | Yes |
| 3VO8116 | 434 | 209 10th St          | Mediterranean Revival | c.1925 | Yes |
| 3VO8117 | 435 | 228 10th St          | Mediterranean Revival | c.1925 | No  |
| 3VO8118 | 436 | 1044 Daytona Ave     | Masonry Vernacular    | 1951   | Yes |
| 3VO8119 | 437 | 945 Hartford Ave     | Mediterranean Revival | c.1923 | Yes |
| 3VO8120 | 438 | 946 Hartford Ave     | Bungalow              | c.1924 | Yes |
| 3VO8121 | 439 | 937 Hartford Ave     | Masonry Vernacular    | c.1949 | Yes |
| 3VO8122 | 440 | 934 Hartford Ave     | Bungalow              | c.1935 | Yes |
| 3VO8123 | 441 | 927 Hartford Ave     | Mediterranean Revival | c.1926 | Yes |
| 3VO8124 | 442 | 925 Hartford Ave     | Mediterranean Revival |        | Yes |
| 3VO8125 | 443 | 916 Hartford Ave     | Frame Vernacular      | c.1953 | Yes |
| 3VO8126 | 444 | 905 Hartford Ave     | Mediterranean Revival | c.1926 | Yes |
| 3VO8127 | 445 | 944 State Ave        | Bungalow              | c.1939 | No  |
| 3VO8128 | 446 | 928-950 Carswell Ave | Quonset Hut           | c.1943 | No  |
| 3VO8129 | 447 | 1024 Daytona Ave     | Frame Vernacular      | c.1910 | Yes |
| 3VO8130 | 448 | 1050 Daytona Ave     | Gothic Revival        | 1923   | Yes |
| 3VO8131 | 449 | 1321 Daytona Ave     | Masonry Vernacular    | c.1923 | No  |
| 3VO8132 | 450 | 1322 Daytona Ave     | Frame Vernacular      | c.1950 | No  |
| 3VO8133 | 451 | 1350 Daytona Ave     | Frame Vernacular      | c.1947 | No  |
| 3VO8134 | 452 | 1354 Daytona Ave     | Mediterranean Revival | c.1943 | No  |
| 3VO8135 | 453 | 1364 Daytona Ave     | Mediterranean Revival | c.1925 | No  |
| 3VO8136 | 454 | 1147 Ridgewood Ave   | Frame Vernacular      | c.1944 | No  |
| 3VO8137 | 455 | 1125 Ridgewood Ave   | Frame Vernacular      | c.1940 | No  |





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

**City Commission  
Agenda Item**

---

**MEETING DATE:** March 13, 2018  
**FROM:** Brian Walker  
**SUBJECT:** Variance Request - 1700 Ridge Avenue for Front Yard Setback  
**NUMBER:** (ID # 1955)  
**APPLICANT:** Greg and Amy Reynolds  
**PLANNER:** Brian Walker

---

**INTRODUCTION:**

**1700 Ridge Avenue** - Request for a front yard (south) setback variance from thirty-feet (30) feet to ten (10) feet for a detached two car garage in the R-1 (Single Family) district for property located on the northwest side of the Ridge Avenue and Granada Street intersection, and more particularly known as 1700 Ridge Avenue; V-2018-03 (Greg and Amy Reynolds, Applicants) District 4 - Commissioner Via (Brian Walker, City Planner).

**BACKGROUND:**

- The subject property is located on the northwest side of Ridge Avenue and Granada Street intersection, and more particularly known as 1700 Ridge Avenue.
- The home is located on a corner lot. Based on Section 78-14 of the Land Development Regulations of Holly Hill, titled, Definitions - Lots lines (1), the property lines abutting a street right of way are considered to be front lot lines. Therefore, the property is considered to have two front yards.
- The front yard setback in the R-1 zoning district is thirty (30) feet.
- The applicant proposes to build a two-car garage up to 484 square feet in size within the south front yard setback.
- The request is for a variance from the Land Development Regulations of Holly Hill, Sec. 114-765 for a front yard (south) setback variance from thirty (30) feet to ten (10) feet in the R-1 (Single Family) district.

**STAFF FINDINGS:**

The applicant has not satisfied all six criteria under Sec. 82-317 of the Land Development Regulations for granting a variance, listed below:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district;

- (2) That the special conditions and circumstances do not result from the applicant's own actions;
- (3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district;
- (4) That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant;
- (5) That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure; and
- (6) That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

**Staff finds that the following variance criterion has not been satisfied:**

The applicant converted and incorporated the previous single-car garage into an in-law apartment, therefore, the special conditions and circumstances are a result of the applicant's own actions. (Sec 82-317 (2))

The proposed encroachment of the two car garage into the front yard (south) setback would allow the applicant to build where other owners within the R-1 zoning district are not allowed to build; therefore, the granting of the variance requested would confer on the applicant special privileges that are denied by Section 114-765 to other lands, buildings, or structures in the same zoning district. (Sec. 82-317 (3))

**STAFF CONCLUSIONS:**

Based upon the foregoing findings, the requested variance is not in the public interest and failure to grant the variance would not result in an unnecessary and undue hardship.

**Board of Planning and Appeals:**

At its March 5, 2018 meeting, the Board of Planning and Appeals voted unanimously to recommend denial of the variance request.

**STAFF RECOMMENDATION:**

Based on the stated findings, staff recommends denial of the request.

- Application (PDF)
- PA Information Sheet (PDF)
- Applicant's Justification Statement (PDF)
- Aerial Photo Blowout (PDF)

- West Facing Photo (PDF)
- East Facing Photo (PDF)
- North Facing Photo (PDF)
- Aerial Photo (PDF)
- Proposed Location (PDF)
- Survey (PDF)
- BOPA Minutes (PDF)



## GENERAL LAND DEVELOPMENT APPLICATION

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

Date Received: 12-5-17 Application ID: ~~18-145~~ Received By: Liz N.

18-145

### REQUESTED ACTION

- |                                          |                                              |                                            |                                            |
|------------------------------------------|----------------------------------------------|--------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Comp Plan Amend | <input checked="" type="checkbox"/> Variance | <input type="checkbox"/> Site Plan         | <input type="checkbox"/> PUD               |
| <input type="checkbox"/> Rezoning        | <input type="checkbox"/> Special Exception   | <input type="checkbox"/> Subdivision Major | <input type="checkbox"/> Subdivision Minor |
| <input type="checkbox"/> Waiver Request  | <input type="checkbox"/> Other: _____        |                                            |                                            |

Describe Request: We are requesting a variance on our corner lot so we can treat our south frontage as a side setback in order to build a detached 2-car garage.

### ✓ APPLICANT INFORMATION:

Name: Greg + Amy D. Reynolds E-Mail: amyonlyemail@gmail.com  
 Address: 1700 Ridge Ave Phone: 386-566-6356  
Holly Hill, FL 32117 Fax: \_\_\_\_\_  
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

### ✓ OWNER INFORMATION:

Name: Greg + Amy D. Reynolds E-Mail: amyonlyemail@gmail.com  
 Address: 1700 Ridge Ave Phone: 386-566-6356  
Holly Hill, FL 32117 Fax: \_\_\_\_\_

### ✓ PROPERTY INFORMATION:

Address: 1700 Ridge Ave, HH, FL 32117  
 General Location: \_\_\_\_\_  
 Current Zoning: \_\_\_\_\_ Current Land Use: \_\_\_\_\_  
 Parcel Size: \_\_\_\_\_ Tax Parcel #: \_\_\_\_\_  
 Legal Description Attached ☒ Yes ☐ No Survey Attached ☒ Yes ☐ No

on survey

Attachment: Application (1955 : 1700 Ridge Avenue Front Setback Variance Request)

Pre-Application Meeting Date: \_\_\_\_\_

(Attach Pre-Application Form)

Application Fee: \$ \_\_\_\_\_

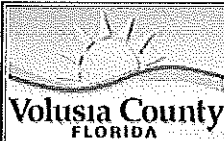
Applicant's Signature: \_\_\_\_\_

Amy Reynolds  
(Signature)8/29/17  
(Date)Amy Decator Reynolds  
(Print)Owner's Signature:  
(Provide letter of  
Authorization)Amy Reynolds  
(Signature)8/29/17  
(Date)Amy Decator Reynolds  
(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](mailto:tharowski@hollyhillfl.org)





# Volusia County Property Appraiser

Larry Bartlett, J.D.

Home Search Downloads Exemptions Agriculture Maps Tangible Links Contact

Home Search Choices Search By Alternate Key Property Information

Parcel Information: 4242-20-14-0250 2018 Working Tax Roll Last Updated: 12-31-2017

## Owner Name and Address

|                       |                                |                      |                             |
|-----------------------|--------------------------------|----------------------|-----------------------------|
| Alternate Key         | 3184831                        | Parcel Status        | Active Parcel (Real Estate) |
| Short Parcel ID       | 4242-20-14-0250                | Mill Group           | 203 Holly Hill              |
| Full Parcel ID        | 42-14-32-20-14-0250            | 2017 Final Mill Rate | 21.43030                    |
| Created Date          | 26 DEC 1981                    |                      |                             |
| Property Class        | 01 Single Family               |                      |                             |
| Ownership Type        | Fee Simple                     | Ownership Percent    | 100                         |
| Owner Name            | DECATOR AMY M                  |                      |                             |
| Owner Name/Address 1  |                                |                      |                             |
| Owner Address 2       | 1700 RIDGE AVE                 |                      |                             |
| Owner Address 3       | HOLLY HILL FL                  |                      |                             |
| Owner Zip/Postal Code | 32117                          |                      |                             |
| Situs Address         | 1700 RIDGE AV HOLLY HILL 32117 |                      |                             |

## Legal Description

LOT 25 BLK 14 RIO VISTA MB 6 PG 150 PER OR 5141 PG 1066

## Sales History

| Book Page | Sale Date | Sale Instrument | Qualified Unqualified | Improved | Sale Price |
|-----------|-----------|-----------------|-----------------------|----------|------------|
| 5141 1066 | 07/2003   | Warranty Deed   | Qualified Sale        | Yes      | 110,000    |
| 5078 1816 | 04/2003   | Warranty Deed   | Addition after sale   | Yes      | 75,000     |
| 5078 1815 | 11/2002   | Quit Claim Deed | Affiliated Parties    | Yes      | 1          |
| 4335 4325 | 08/1998   | Quit Claim Deed | Affiliated Parties    | Yes      | 1          |
| 4297 4675 | 04/1998   | Warranty Deed   | Qualified Sale        | Yes      | 63,000     |
| 2041 1453 | 01/1979   | Warranty Deed   | Qualified Sale        | Yes      | 41,000     |

## History of Values

| Year | Land   | Bldg(s) | Misc. Impr. | Just Value | School Assessed | Non-School Assessed | School Exemption | School Taxable | Non-School Exemption | Non-School Taxable |
|------|--------|---------|-------------|------------|-----------------|---------------------|------------------|----------------|----------------------|--------------------|
| 2017 | 16,355 | 194,632 | 1,154       | 212,141    | 162,261         | 162,261             | 49,523           | 112,738        | 25,000               | 87,738             |
| 2016 | 16,355 | 193,337 | 1,282       | 210,974    | 158,924         | 158,924             | 49,223           | 109,701        | 25,000               | 84,701             |

Display Value History

## Land Data

| Code                                     | Land Use Type       | Frontage | Depth | No. Units | Unit Type  | Rate   | Depth | Loc | Shp | Phy | Just Value |
|------------------------------------------|---------------------|----------|-------|-----------|------------|--------|-------|-----|-----|-----|------------|
| 0101                                     | IMP PVD THRU .49 AC | 85.0     | 170.0 | 85.00     | FRONT FEET | 190.00 | 113   | 90  | 100 | 100 | 16,355     |
| Neighborhood 3400 RIO VISTA ORMOND BEACH |                     |          |       |           |            |        |       |     |     |     |            |
| Total Land Classified                    |                     |          |       |           |            |        |       |     |     |     | 0          |
| Total Land Just                          |                     |          |       |           |            |        |       |     |     |     | 16,355     |

## Building Characteristics

Building Number: 80139 (Building 1 of 1)

| Bldg. No.      | Improvement Type            | Base Perimeter       | Year Built     | Quality Grade | Architecture   | Phys. Depr. | Func. Obs.     | Loc. Obs.     | Next Review |
|----------------|-----------------------------|----------------------|----------------|---------------|----------------|-------------|----------------|---------------|-------------|
| 80139          | Single Family               | 210                  | 1953           | 300           |                | 15%         | 0%             | 0%            | 2999        |
| Roof Type      | GABLE                       | Floors               |                | Carpet        | Bedrooms       | 4           | 4 Fixture Bath |               | 0           |
| Roof Cover     | ASPHALT SHINGL              | Wall Type            |                | Plaster       | X Fixture Bath | 0           | 5 Fixture Bath |               | 0           |
| Heat Type1     | Forced Ducted               | Heat Source1         |                | Electricity   | 2 Fixture Bath | 0           | 6 Fixture Bath |               | 0           |
| Heat Type2     |                             | Heat Source2         |                |               | 3 Fixture Bath | 3           | 7 Fixture Bath |               | 0           |
| Foundation     | Concrete Block              | Year Remodeled       | 2014           |               | Fireplaces     | 0           | A/C            |               | Yes         |
| Section Number | Area Type                   | Exterior Wall Type   | Number Stories | Year Built    | Attic Finish   | Bsmt Area   | Bsmt Finish    | Floor Area    |             |
| 005            | Porch, Open Finished (FOP)  | Non-Applicable       | 1.0            | 1953          | N              | 0%          | 0%             | 352 Sq. Feet  |             |
| 006            | Res BASE Area (BAS)         | C B STUCCO           | 1.0            | 1953          | N              | 0%          | 0%             | 2288 Sq. Feet |             |
| 007            | Res BASE Area (BAS)         | C B STUCCO           | 1.0            | 2006          | N              | 0%          | 0%             | 260 Sq. Feet  |             |
| 008            | Porch, Open Finished (FOP)  | Non-Applicable       | 1.0            | 1953          | N              | 0%          | 0%             | 136 Sq. Feet  |             |
| 009            | Finished Utility (FST)      | Non-Applicable       | 1.0            | 2006          | N              | 0%          | 0%             | 64 Sq. Feet   |             |
| 010            | Upper Story, Finished (FUS) | TILE OR WD FR STUCCO | 1.0            | 2006          | N              | 0%          | 0%             | 500 Sq. Feet  |             |

Attachment: PA Information Sheet (1955 : 1700 Ridge Avenue Front Setback Variance Request)

## VARIANCE REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if this application complies with the criteria for approving a variance.

- 1. What special condition(s) and circumstance(s) exist that are peculiar to your land, structure, building, or sign and are not applicable to other lands, structures, buildings, or signs in the same zoning classification?**

Our property is located on a corner lot that is directly behind a commercial property located on Ridgewood Avenue. When our three-bedroom home was purchased it had a small single car garage that we could not utilize to park a vehicle in for two reasons. One being that the garage, built in the 1950's, was not of adequate size to hold the oversized vehicles of today, i.e. SUV or truck. Secondly, it contained workbenches and shelving that were attached to the walls. Approximately three years after purchasing the home, in 2006, my in-laws needed a place to live and we wanted them close so we could take care of them. We had two children and no spare bedroom for my husband's parents. We considered purchasing them a home, but we could not afford a second home. Instead we settled on building an attached addition with a wheel chair ramp for access on our property. The single car garage space became part of the floor plan for the in-law apartment.

We were then left with no garage at all on our home, which was, and continues to be, a burden. My husband is a General Contractor and struggles with where to store tools, materials, and supplies for his small business. Typical items such as bikes, yard equipment, sporting equipment, holiday decorations, etc., which most homeowners would keep in a garage, have been stored on our porches or in bedrooms after the children moved out. This is inconvenient, tacky, unpleasant, and is simply not a reasonable way to keep these items stored.

To be the least conspicuous, we request permission to build a two-car garage on the rear corner of our property, which backs up to a commercial auto repair shop and has one only neighbor across the street. Having a garage would allow us to store items appropriately, rather than in bedrooms and porches as we have been doing for many years now. We have been residents of Holly Hill for 11 years and want to stay in our home. However, as much as we love living in this city and in our home, it has become too much of a burden to live without a garage. If a variance is not approved, we will have to make the choice to rent out our home and move, or sell it. My hope is that we will be granted approval of the variance and we can stay in our home for many years to come.

- 2. Were these special condition(s) and circumstance(s) the result of actions by you?**  
☐ YES ☒ NO If Yes, Explain.

When we bought the home in 2006, the garage was a very small single car garage. It was impossible to park a car in it due to the workbenches and attached shelving it contained, as well as the fact that it was not built to hold a vehicle of today's size. The floor space provided little storage area for the typical items one would keep in a garage, let alone tools, materials, and supplies for our small construction company. We did choose to eliminate the garage in 2006 to make better use of the space and include it in the square footage of the in-law apartment. At the time, it was the best choice available in order to keep my husband's parents close. We never truly had a functioning garage that met our needs to begin with on this property, so it is difficult to say if the circumstance is the result solely of our actions.

Attachment: Applicant's Justification Statement (1955 : 1700 Ridge Avenue Front Setback Variance Request)

3. Would literal interpretation of the code deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the City Code?

X YES     NO

Nearly all properties in our zoning area have garages. Our property is uniquely shaped with different setbacks due the fact that we live on a corner lot. Without variance approval, we will be denied what neighbors in our zone commonly enjoy.

4. Will granting the variance requested confer on the applicant any special privilege that is denied by code to other lands, buildings or structures in the same zoning district?

    YES X NO

Most of the homes in our zone already enjoy the use of a functioning garage space. Granting us a variance to build a two-car garage will not give us any special privilege that is denied to our neighbors in our zone.

5. Explain how the variance(s) you are requesting is/are the minimum variance(s) that will make it possible for you to make reasonable use of your land, building, structure, or sign.

To be as inconspicuous as possible, we propose building the garage in the rear corner of our lot. Only one neighboring property would have direct site of the structure and the commercial property behind us would not be hindered or affected in any way.

6. Would the granting of the variance be in harmony with the general intent and purpose of the Code and the city's comprehensive plan? X YES     NO Explain

The proposed garage would be inconspicuously placed on the rear corner of our property and would not interfere with the front setbacks or the majority of the side property setbacks. Approval of the variance would not conflict with any other aspect of the City of Holly Hill's Code or comprehensive plan to our knowledge.

7. Would the granting of the variance be injurious to the area involved or otherwise detrimental to the public welfare?     YES X NO Explain

Granting the variance will not negatively impact the area or be detrimental to public welfare. In fact, by adding the detached garage we will be increasing the value of our property, we will be able to maintain a tidier property through use of the garage storage, and will be supporting the city with permit related revenue and anticipated increased property taxes.

8. The general intent and purpose of the Comprehensive Plan Ordinance (Section 78-5) is to foster and preserve public health, safety, comfort and welfare, and aid in the harmonious, orderly, aesthetically pleasing and socially beneficial development of the city. Is your request for variance(s) consistent with this intent and purpose?

X YES     NO Explain

We believe approval of our variance will allow us to maintain a much more orderly property and will be aesthetically pleasing once completed, which serves the purpose of the City's Comprehensive Plan Ordinance.

Amy D. Reynolds

Print Applicant's Name

Greg Reynolds

Print Applicant's Name

8/29/17

Date

Amy Reynolds

Applicant's Signature

Greg Reynolds

Applicant's Signature

8-29-17

Date



AERIAL PHOTO BLOWOUT



Attachment: Aerial Photo Blowout (1955 : 1700 Ridge Avenue Front Setback Variance Request)



Facing West



Attachment: West Facing Photo (1955 : 1700 Ridge Avenue Front Setback Variance Request)

Facing East



Attachment: East Facing Photo (1955 : 1700 Ridge Avenue Front Setback Variance Request)



Home Facing North



Attachment: North Facing Photo (1955 : 1700 Ridge Avenue Front Setback Variance Request)

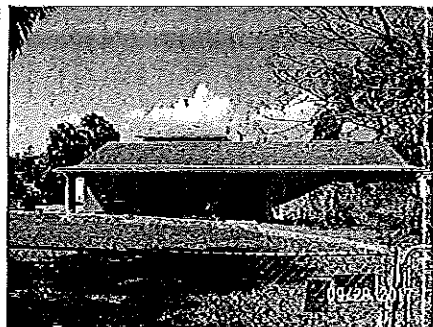


AERIAL PHOTO



Attachment: Aerial Photo (1955 : 1700 Ridge Avenue Front Setback Variance Request)

LEGAL DESCRIPTION: LOT 25, BLOCK 14, RIO VISTA, SECTION B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 150, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



1700 RIDGE AVENUE  
HOLLY HILL, FL.

LONG  
SURVEYING,  
INC.

Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY:

KZR

CHECKED BY:

BRETT

CERTIFIED TO:

GREGORY AND AMY DECATOR REYNOLDS

COMMUNITY NO:

125112

PANEL:

0218

FLOOD ZONE:

X

SUFFIX:

J

F.I.R.M. DATE:

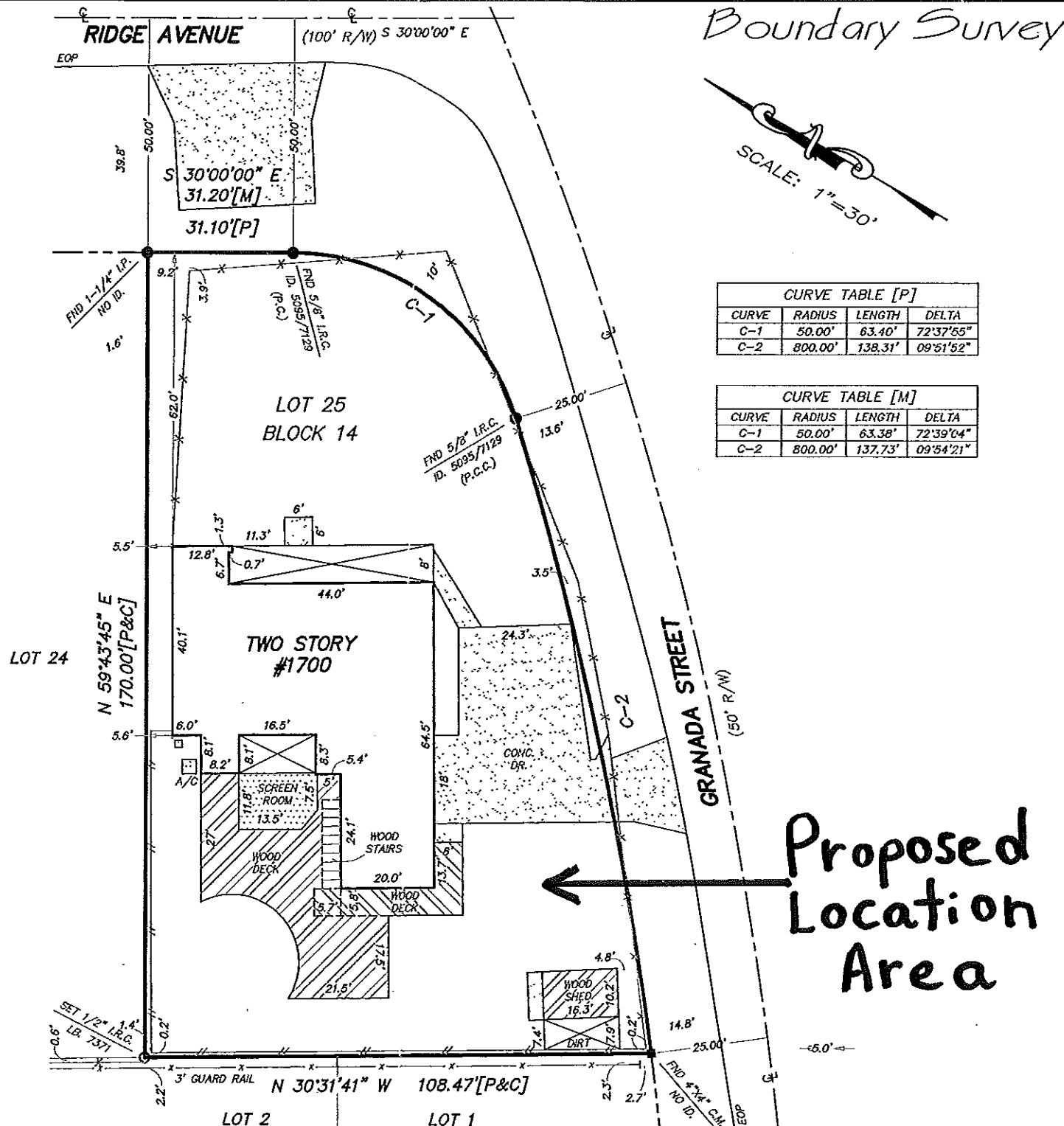
02/19/14

SURVEY NO.

84607

FIELD DATE:

09/20/17



- A/C - AIR CONDITIONER
- A.E. - ALLEY EASEMENT
- B.C. - BLOCK CORNER
- BLK - BLOCK
- C.B. - CONCRETE BLOCK
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MONUMENT
- CONC. - CONCRETE
- D - DEED
- D.E. - DRAINAGE EASEMENT
- E.O.P. - EDGE OF PAVEMENT
- F.C.C. - FOUND CROSS CUT
- F.F.E. - FINISHED FLOOR ELEVATION
- FND - FOUND
- ID. - IDENTIFICATION
- I.P. - IRON PIPE
- I.R. - IRON ROD
- I.R.C. - IRON ROD & CAP
- L - ARC LENGTH
- L.B. - LAND SURVEYING BUSINESS
- L.S. - LAND SURVEYOR
- L.E. - LANDSCAPE EASEMENT
- M - MEASURED
- M.E. - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E. - PEDESTRIAN EASEMENT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.C.P. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T. - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E. - UTILITY EASEMENT
- W.F.S. - WOOD FRAME STRUCTURE

- RIGHT-OF-WAY LINE
- CENTERLINE
- x- BARB WIRE FENCE
- /// WOOD FENCE
- x- CHAIN LINK FENCE
- PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF RIDGE AVENUE BEING S 30°00'00" E ASSUMED

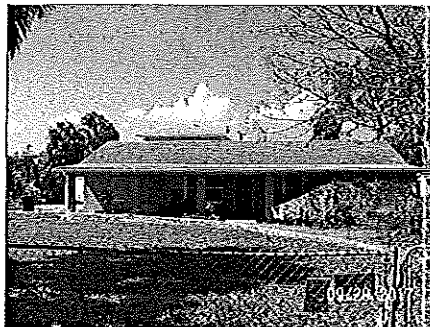
- NOTES:
- 1) This survey is based on the legal description as provided by the Client
  - 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
  - 3) Do not reconstruct property lines from building ties
  - 4) No footing or overhangs have been located except as shown
  - 5) No improvements or utilities have been located except as shown
  - 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida Licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 470.05, Florida Administrative Code, pursuant to Section 470.02, Florida Statutes.

No. 5910  
STATE OF FLORIDA  
LEON L. HAMPTON P.S.M.  
Packet Pg. 267



LEGAL DESCRIPTION: LOT 25, BLOCK 14, RIO VISTA, SECTION B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 150, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



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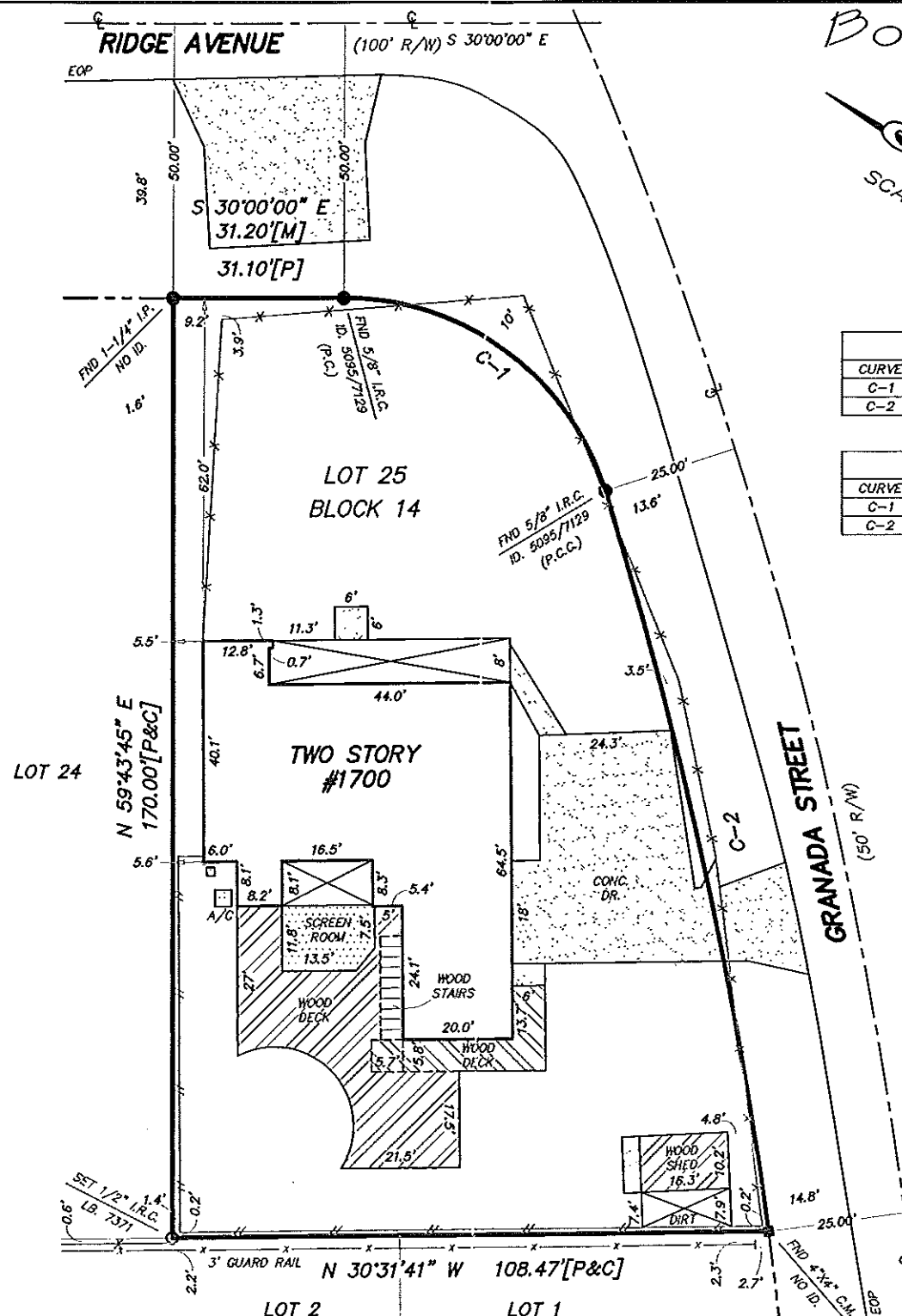
02/19/14

SURVEY NO.

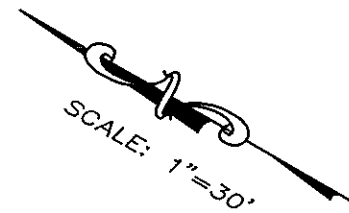
84607

FIELD DATE:

09/20/17



Boundary Survey



SCALE: 1"=30'

CURVE TABLE [P]

| CURVE | RADIUS  | LENGTH  | DELTA     |
|-------|---------|---------|-----------|
| C-1   | 50.00'  | 63.40'  | 72°37'55" |
| C-2   | 800.00' | 138.31' | 09°51'52" |

CURVE TABLE [M]

| CURVE | RADIUS  | LENGTH  | DELTA     |
|-------|---------|---------|-----------|
| C-1   | 50.00'  | 63.38'  | 72°39'04" |
| C-2   | 800.00' | 137.73' | 09°54'21" |

- A/C - AIR CONDITIONER
- A.E. - ALLEY EASEMENT
- B.C. - BLOCK CORNER
- BLK - BLOCK
- C.B. - CONCRETE BLOCK
- C.B.S. - CONCRETE BLOCK STRUCTURE
- C.M. - CONCRETE MONUMENT
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- L.E. - LANDSCAPE EASEMENT
- M - MEASURED
- M.E. - MAINTENANCE EASEMENT
- N&D - NAIL AND DISK
- P - PLAT
- P.E. - PEDESTRIAN EASEMENT
- P.C. - POINT OF CURVATURE
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.C.P. - PERMANENT CONTROL POINT
- P.L. - PROPERTY LINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.L. - POINT ON LINE
- P.R.C. - POINT OF REVERSE CURVE
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.D.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
- P.T. - POINT OF TANGENT
- R - RADIUS
- R/W - RIGHT OF WAY
- S/W - SIDEWALK
- U.E. - UTILITY EASEMENT
- W.F.S. - WOOD FRAME STRUCTURE

- RIGHT-OF-WAY LINE
- CENTERLINE
- x- BARB WIRE FENCE
- WOOD FENCE
- x- CHAIN LINK FENCE
- PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF RIDGE AVENUE BEING S 30°00'00" E ASSUMED

NOTES:

- 1) This survey is based on the legal description as provided by the Client
- 2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
- 3) Do not reconstruct property lines from building ties
- 4) No footing or overhangs have been located except as shown
- 5) No improvements or utilities have been located except as shown
- 6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida Licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 475, Part 1, Florida Administrative Code, pursuant to Section 475.02, Florida Statutes.

No. 5910  
STATE OF FLORIDA  
LEON L. HAMPTON, P.S.  
Packet Pg. 268



# CITY OF HOLLY HILL, FLORIDA

## BOARD OF PLANNING AND APPEALS

MINUTES • MARCH 5, 2018

City Commission Chamber

BOPA Regular Meeting

6:30 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

| Attendee Name    | Title        | Status  | Arrived |
|------------------|--------------|---------|---------|
| Mike Myer        | Chairman     | Present |         |
| Jim Legary       | Board Member | Present |         |
| Robin D. Hanger  | Board Member | Absent  |         |
| Arthur Cappuccio | Board Member | Present |         |
| Arthur W. Morris | Board Member | Present |         |

### 2. INVOCATION

Invocation was led by Chairman Mike Myer.

### 3. PLEDGE OF ALLEGIANCE

Art Cappuccio led the Pledge of Allegiance.

### 4. BOPA MINUTES APPROVAL

1.

Minutes of February 5, 2018 BOPA Meeting

(Requested by Brian Walker, City Planner)

|                  |                                 |
|------------------|---------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>     |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member  |
| <b>SECONDER:</b> | Jim Legary, Board Member        |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris |
| <b>ABSENT:</b>   | Hanger                          |

Enacted and approved this 5th day of March, 2018, in Holly Hill



### 5. AGENDA ITEM(S)

1.

1700 Ridge Avenue Front Setback Variance Request

Attachment: BOPA Minutes (1955 : 1700 Ridge Avenue Front Setback Variance Request)

(Requested by Brian Walker, City Planner)

Brian Walker, summarized his staff report, stating that the request is for a front yard setback variance from thirty feet (30') to ten feet (10') for a detached two car garage. Further stating that the applicant has not satisfied all six criteria of the Land Development Regulations for granting a variance.

The two criteria that are not satisfied are number (2) "That the special conditions and circumstances do not result from the applicant's own actions". The applicant converted and incorporated the previous single-car garage into an in-law apartment, therefore, the special conditions and circumstances are a result of the applicant's own actions.

Number (3) "That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other land's, buildings or structures in the same zoning district". The proposed encroachment of the two car garage into the front yard setback would allow the applicant to build where other owners within the R-1 zoning district are not allowed to build; therefore, the granting of the variance requested would confer on the applicant special privileges that are denied by Section 114-765 to other lands, buildings, or structures in the same zoning district.

Based on these findings, staff recommends denial of the request.

Greg Reynolds, 1700 Ridge Avenue, husband of applicant, stepped to the podium to answer any questions, the Board may have. He was asked why the original garage was converted into an apartment. He stated it was for family.

After some discussion, he was given some other options for placing the detached garage on his property without the use of a variance.

The Board denied the request for a variance.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>DO NOT RECOMMEND APPROVAL TO CITY COMMISSION<br/>[UNANIMOUS]</b> |
| <b>MOVER:</b>    | Jim Legary, Board Member                                            |
| <b>SECONDER:</b> | Arthur W. Morris, Board Member                                      |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris                                     |
| <b>ABSENT:</b>   | Hanger                                                              |

Enacted and approved this 5th day of March, 2018, in Holly Hill



2.

1064 Riverside Drive - South Front Yard Variance Request

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner summarized his staff report, stating that the request is for a south front yard setback variance from thirty-five feet (35') to nine feet (9') for an existing structure and a proposed second floor addition in the R-1 district.

The existing breakfast nook on the south side of the house is part of the original house and is approximately ten feet (10') from the front yard property line on Peterson Court. The current required setback is thirty-five feet (35'), however the breakfast nook was constructed prior to the existence of the Land Development Regulations and setback requirements. The existing structure is considered legal non-conforming.

The application proposes to build a second floor master bathroom over the existing breakfast nook. Since the master bathroom is proposed to go over the existing breakfast nook, it will not add to the building footprint or encroach any further into the setback.

Staff finds that the variance criteria has been satisfied and recommends approval for both the existing legal non-conforming (breakfast nook) structure and its proposed vertical addition.

Elizabeth Bell, 100 Peterson Court stepped to the podium and stated that she is in favor of the variance and addition of the second story.

Ned Wolfarth, 1074 Riverside Drive addressed the Board stating that this home that was built in 1939 by his great grandfather and he has no objections to the variance request.

Sam Harris, 1064 Riverside Drive, applicant that if approved the 2nd story addition will be constructed in the same manner as the original structure. There will be no difference in appearance between the original residence and the addition.

The Board recommends approval to the City Commission for the variance request.

|                  |                                                          |
|------------------|----------------------------------------------------------|
| <b>RESULT:</b>   | <b>RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Arthur W. Morris, Board Member                           |
| <b>SECONDER:</b> | Arthur Cappuccio, Board Member                           |
| <b>AYES:</b>     | Myer, Legary, Cappuccio, Morris                          |
| <b>ABSENT:</b>   | Hanger                                                   |

Enacted and approved this 5th day of March, 2018, in Holly Hill



## 6. OLD BUSINESS

None

## 7. BOARD/STAFF COMMUNICATIONS

Staff and Board members had a lengthy discussion regarding Code Enforcement procedures and rental/vacant property upkeep, along with discussing the lien process.

1.

2018 BOPA Meeting Schedule

(Requested by Brian Walker, City Planner)



The Board members accepted the meeting schedule for the year 2018.

|                |                         |
|----------------|-------------------------|
| <b>RESULT:</b> | <b>INFORMATION ONLY</b> |
|----------------|-------------------------|

Enacted and approved this 5th day of March, 2018, in Holly Hill



**8. ADJOURNMENT**

This Meeting adjourned at 7:25 PM