CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MARCH 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

HOLLY HILL
FLORIDA

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 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

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

1. The Car Shop - Best Price Trailers - Robin Hanger

   (Requested by Valerie Manning, City Clerk)

3. PRESENTATION

1. Proclamation - Water Conservation Month

   (Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

1. Minutes - March 13, 2018 - Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEM (1)

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

1. Resolution Resolution 2018-R-19 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract Extension and Authorize the City Manager to Execute Department of Corrections Contract Number WS962 Amendment, and Addendum a to the Contract Allowing Florida Department of Corrections to Provide an Inmate Labor Work Squad (S) for the Three Year Contract Period Ending April 8, 2021 Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

7. REGULAR AGENDA

1. Resolution Resolution 2018-R-20 A Resolution for Assistance Under the Florida Inland Navigation District (FIND) Waterways Assistance Program.

   (Requested by Joseph Forte, City Manager)

2. Resolution Resolution 2018-R-21 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Foreclosure Registrations with ProChamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

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 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)

2. 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)

9. COMMUNICATIONS

A. City Manager & Staff Comments

   a. Request Authorization to Negotiate Sale of Property Received from Volusia County on a Tax Sale

      (Requested by Joseph Forte, City Manager)

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

Meeting: 03/27/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 1969

POSITIVITY AWARD (ID # 1969)

The Car Shop - Best Price Trailers - Robin Hanger

This month's Positivity Award was chosen by City Commissioner Penny Currie, District 2.

HOLLY HILL
FLORIDA

POSITIVITY AWARD

Thank You for Making Our Community Positively Awesome!

THE CAR SHOP - BEST PRICE TRAILERS

950 Ridgewood Avenue

March 27, 2018

_____

John Penny, Mayor

Attachment: POSITIVITY AWARD - The Car Shop - Best Price Trailers - Robin Hanger - March 2018 -

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 03/27/18 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 1936

PRESENTATION (ID # 1936)

Proclamation - Water Conservation Month

Proclamation presenting April 2018 as Water Conservation Month.

HOLLY HILL
FLORIDA

PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING WATER CONSERVATION MONTH IN THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Holly Hill are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Holly Hill and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Holly Hill has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, the City of Holly Hill is committed to setting a good example for its citizens regarding water conservation.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2018 as:

WATER CONSERVATION MONTH

in the City of Holly Hill and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 27th day of March, 2018.

City of Holly Hill, Florida

_____

John Penny, Mayor

Attachment: Proclamation - Water Conservation Month - April 2018 (1936 : Proclamation - Water Conservation Month)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **March 27, 2018**
FROM: **Valerie Manning**
SUBJECT: **Minutes - March 13, 2018 - Regular City Commission Meeting**
NUMBER: **(ID # 1957)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the March 13, 2018 regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes from March 13, 2018.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - March 13, 2018 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● 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

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
Commissioner Currie led the invocation.

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

2. POSITIVITY AWARD

None for this meeting.

Mr. Forte informed the Mayor and City Commissioners that he would like to pull Ordinance 3002 in Public Hearings. Mr. Forte informed them that he inadvertently selected this meeting date. This item is not yet ready for the agenda.

3. PRESENTATION

1.

UBIC Academy RAMS Boys Basketball Team - State Champions 2018

(Requested by Valerie Manning, City Clerk)
Mayor Penny read the following proclamation into the record and congratulated the UBIC Academy RAMS Boys Basketball team.

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

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

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.

4. PUBLIC COMMENTS

The following individual came forward and spoke to the Mayor and City Commissioners:

Steve Smith, 1410 Riverside Drive, Holly Hill, stated March 16th is Government in the Sunshine week here in Florida; we're celebrating a whole week. I didn't come here to criticize the Commission but I'm looking back, I've been here for 42 years and have been coming to these meetings since '75 when I first moved here but I can remember a time here, recently, Valerie would type into the minutes verbatim what someone said here so you would know, instead of "Steve Smith spoke", you would know what the content of the speech was. It would help communicate with the public to know what's going on here. I can remember when they first hired Chris Via with our vote. Chris said, "well, we've got the cameras. I know how to do this affordably." We can put these meetings on the screen like we used to have it on the screen. Mike Chuven is home tonight because he's in a wheelchair and in a lot of pain and can't be here but if we would have listened to Chris when he got hired with our vote and we would have brought back the cameras and we would have been able to see what's going on here. See the intent and the infliction and what's going on here but there's a lot of room for improvement in the Government in the Sunshine even as recently as Mr. Forte pulling an item number four from the agenda. That shouldn't have been a decision that was made tonight, I don't believe. It could have been put on the website and I wouldn't have had to come here. I read the agenda packet. There's a lot of reading in that agenda packet but when he made that decision, probably, I'm just guessing, days ago, I would have been somewhere else tonight and I would have watched it on the video here if Chris had been

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

successful when we hired him on. We have all this technology and we're not using it. I like Government in the Sunshine; I like open government. I think it's the way to go and I would like to bring back some of these that were…that I got used to. Recently, I was at a meeting, the only reason I was there is because a woman wanted to come speak about trees so I said I'll go with you because she wasn't familiar. There's nobody here and the reason he thinks there's nobody here was because they don't think that they're being listened to here and if you're not communicating with the public and you're not transparent then we're missing out. There's no reason not to have anybody at these meetings. If you are going to engage the public, you need to participate. I was recently in the second row of the Peabody Auditorium, *The Illusionist* was there. Not once, not twice but three times he took the opportunity to make fun of Holly Hill but what was happening is the cultural direction of our city is going backwards instead of having cultural direction keeping up and going forward and progressing. I thought we were 40 years behind the times when I came here but we're going backwards and technology is moving forward. I'm looking forward to this election. Thankful for all the people who voted two years in repeatedly, again and again and again and I'm upset with the people stand up here like a bully and say, "well, even though we're violating our Charter, we're going to look the other way and not pay attention to the Civil Service Board even though the voters voted it in but this kind of conduct, they're making fun of us. It's upsetting to me. I would like to see some of the things that we've done in the past brought back, include the people and move forward with a positive community and let the community grow in a positive way and continue with a cultural direction of this community and be a part of it and not the scapegoat of the jokes of the Peabody Auditorium.

5. APPROVAL OF MINUTES

1.

Minutes - February 27, 2018 - Regular City Commission & CRA Meeting

(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 13th day of March, 2018, in Holly Hill

6. CONSENT AGENDA - ITEMS (1 - 4)

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

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

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

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)

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

3.

FDLE/DEA Central Storage Letter of Agreement (MOU) 2018 - 2021

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

4.

DBPD/HHPD - MOU for Sharing of License Plate Reader Data

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)
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

RESOLUTION

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)
Mayor Penny opened public participation. No one spoke.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

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

RESOLUTION

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)
Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 13th day of March, 2018, in Holly Hill

8. PUBLIC HEARINGS

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)

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Mayor Penny opened public participation. No one spoke.

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

ORDINANCE

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)
Mr. Forte stated at the last meeting there was a question raised about the vacant property and he miss spoke. Vacant properties are included in the rental registration. In looking into that, he contacted the provider of the software to ask about that and what their thoughts are on it and whether the city should or how the city should enforce that and really it's a policy decision that the Commission can make tonight and define it a little better. Mr. Forte stated that there is a definition within the ordinance of what is considered a vacant property, *"**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".* Mr. Forte stated this narrows it down to not just somebody that's a snowbird or not somebody who has a rental property and it's vacant for a couple of months but what they can do to change this is they can strike from "the evidence of vacancy properties that are for sale or for lease because he would consider those actively for sale or for lease where a real estate agent would be a contact person and the Commission could add something under where it says, "utilities are

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

disconnected" and the Commission can say, "if the utilities are disconnected for greater than six months or greater than nine months or greater than twelve months, whatever the Commission thinks would be appropriate, and that narrows the field down. The reason the city wants to include vacant properties is because it's a tool for Code Enforcement to have somebody to contact when these properties are vacant and for the most part, abandoned and fall into disrepair, where the city has no way of getting a hold of someone. In many cases, people live out of state and it's hard to track them down. If the city requires them to be registered, the city knows who to contact and not only for Code Enforcement, in case of an emergency. If there's a fire or if there's any other hazard with that house, the city doesn't have a way of tracking them down. He thinks if they modify the definition, it might address Commissioner Via, what you were talking about at the last meeting.

Commissioner Via stated he has a lot of questions. Thank you for that clarification because in the last meeting the reason he voted yes on it was because his definition was vacant foreclosures, which he is okay with and he thinks the intent that the city is trying to do is, he believes in the intent, and he believes the city can use it as a tool to help the neighborhoods and to have someone accountable to some of the zombie houses. That's what he looks at. What he is afraid of is in some of the definitions that he pulled up here, it's pretty broad. Although the spirit and intent is what the city wants it to be, the letter of the law, he thinks is a little different so he would like Attorney Simpson to maybe chime in because there's a questions he has under the "Registerable Property" definition, what is a registrable property: *(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.*" Commissioner Via stated what he's scared of is he feels like that opens it up to where, for instance, he buys a house and wants to remodel it and it's going to take two months and he doesn't have the utilities on, now does he have to file that $300.00 fee that will happen with the city? And he thinks the answer is yes, right? And there's a lot of other circumstances.

Mr. Forte stated and that's where he would say the answer is no because if they go under the definition of what they consider "evidence of vacancy" if they put that the utilities are turned off for more than a certain number of months then it doesn't fall under the definition. Where they have it under the registry, that time frame of 30 days, is probably where they need to maybe address that portion.

Attorney Simpson stated the other thing that might help a little bit, would the Commission like to change the word "vacant" to "abandoned"?

Commissioner Via stated, yes. That's a lot better because…

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Commissioner Byrnes stated he has a problem with abandoned because it may be vacant and the owner just doesn't care about it. That's different than abandoned in where the owner may have died.

Commissioner Via stated but what he's scared of, is that he thinks vacant is a very broad, interpretable word, meaning like they said…snowbird, a snowbird that is a citizen here and they're gone just a few months out of the year, let's say a few months during the summer, under the way that this is written, he sees that they have to come and they have to file, register their property with the city because it's going to be vacant for a period of time.

Mr. Forte stated not by the definition.

Commissioner Via stated but it says, "any property vacant 30 days or more."

Mr. Forte stated that's what they have to change.

Mayor Penny stated that's why Mr. Forte is saying make it six months.

Mr. Forte stated take the 30 days out and they go with the definition of "evidence of vacancy."

Attorney Simpson stated he agrees with everything that Commissioner Via has said, as written, he is right.

Mayor Penny stated Mr. Forte is saying they have to amend it.

Commissioner Via stated it goes to another point that, frankly, maybe they need to workshop this to go through this because he still has questions that are not necessarily answered. He doesn't know…he just doesn't want to make an ordinance a law and then have holes in it and it be interpreted the wrong way. The city isn't up against the wall with any of this so if any of the Commissioners have questions on this and they need more time to dig through it because he'll be honest with them, he hasn't been able to dig through every single thing but the things that he has, he has questions on. That's why he's bringing it up.

Mr. Forte stated if they change the registration requirement of the 30 day vacancy, just eliminate the 30 day words out of there and they have to register a vacant property in accordance with the definition of "evidence of vacancy" that would change the whole…you know, you got to remember…

Commissioner Via stated, he agrees.

Mr. Forte stated the purpose of this is to clean up these dilapidated properties and it goes back to what they were talking about earlier in trying to raise the bar and it's these properties that are vacant, abandoned, dilapidated that are problems that are causing the reputation that the city has. The Commission has to remember, this is only step 1 that he is bringing forward to them. Foreclosed properties, vacant and abandoned properties. The

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

next is going to be rental registrations.

Commissioner Via stated thank you Mr. Forte because that does answer that question. There's another one in here (referring to the ordinance) where he did want to talk to the Commissioners and how they feel about it. In the registrable property definition, "whether vacant or occupied subject to an ongoing foreclosure action", so he kind of wanted clarification…

Mr. Forte stated if the property is going through a foreclosure, even though somebody lives there, the city needs it registered.

Commissioner Via stated that's where he disagrees because he feels that a lot of citizens have gone through foreclosure and a lot of times it's to maybe redo their mortgage and that has happened and so to be able to do that, he doesn't believe if they're occupied there…for instance, if the city has Code Enforcement go down to a foreclosed property but there's an occupant there, their grass is overgrown, the city sites that owner of the house, the city doesn't site the mortgage company, correct?

Mr. Forte stated at that time.

Commissioner Via asked so then why does the city need to have the mortgage company on file for that because the intent of this is to find who is liable for that.

Attorney Simpson stated but the city is also putting a burden, this Code also puts a burden on the mortgage company to maintain the property. So if it's not maintained, the city can code site the mortgage company.

Commissioner Via asked so from now on the city wouldn't site that person living there?

Attorney Simpson and Mr. Forte stated they both would get notified.

Attorney Simpson stated understand, a lot of the reasons this came up, not here per say but this has been going on for a while with the mortgage melt down and everything, is the occupants weren't the owners. The occupants were squatters. They had no legal right to be there but no one really cared or somebody would go in and they would do 100% financing and then get upside down because the property went down.

Mr. Forte stated but there are instances where an owner occupied property.

Attorney Simpson stated and it goes into foreclosure and that's one of the changes…he actually curtailed this ordinance when it was initially given to the city because it started with a default and he was like, well, a lot of people go into default but the bank doesn't start foreclosure so staff narrowed it down to when there was a pending foreclosure action. Commissioner Via's example, the situations Attorney Simpson has been involved with, as an attorney, most people do their refinancing before the foreclosure action starts. The city is talking about it's only registerable when the notice of foreclosure is pending and foreclosure has started. The problem that caused this type of ordinance to come into existence is the time between default and foreclosure was getting very long. Banks were

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

not proceeding with foreclosure for various reasons, a lot of banking regulations impacted that. So, the intent of this ordinance is to say, we've got to come to grips with these types of properties and this is one of those tools to try and try to make the banks more responsible. Really for reasons, he thinks, that it was very difficult to prove a default if the bank didn't actually record something, started something and then secondly, the city does have…he's seen, he's done some research and there's some cases where people have raised questions about fair debt collection and requiring people to register information in a public registry, there's confidentially requirements in Fair Debt Collection Act but once they file a foreclosure suit, they've made it public anyway. So, that made him feel a little bit more comfortable.

Commissioner Via stated it does reference default properties many times in here. So, are they only speaking about when it's foreclosed?

Attorney Simpson stated yes, when it's foreclosed.

Commissioner Via stated because it says here, "the opportunity to register default properties and owners to register vacant property." So, it will allow the mortgagees the opportunity to register the default properties.

Attorney Simpson stated, right. Default is defined. *"**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."* So, default has been defined by, staff narrowed it down that it has to say foreclosed.

Commissioner Via stated, okay.

Attorney Simpson stated but everything Commissioner Via said is absolutely true about, as worded. Attorney Simpson stated his concern was a strip center has a vacant unit and they put a For Lease sign up, does that…that could fall, he's thinking commercial more than residential, that technically could fall under this. Mr. Forte and myself talked about that and that's when they thought taking that language out and taking out language…he's a little concerned now after he said the word abandoned just because in the title of their ordinance they use the word vacant so they probably need to continue with that word vacant because they would have to change the title and redo the notice again if they are going to proceed with adoption tonight but they can define vacant to mean abandoned property with evidence of abandonment being these things.

Mr. Forte stated he doesn't want to limit it to just abandonment because there are many vacant properties that are not abandoned, they're just not cared for.

Attorney Simpson stated it's how they define abandon. One of the problems with abandoned it goes to intent but if they define it with these things in here like high grass, utilities shut off…

Mr. Forte asked can they say evidence of vacant/abandoned property?

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Attorney Simpson stated, yes.

Mr. Forte asked and leave them both in there?

Attorney Simpson stated, yes.

Mayor Penny stated it sounds like they are making a lot of changes here on the fly. Should they pull this until a time certain and then rework it? It might not need a workshop but the Commission can at least digest all of what they are talking about right here. Does that make sense?

Commissioner Via stated he completely agrees because there are a couple of other things that he believes the Commission should look into. His question too, when it goes to that **"Registerable Property",** under *"(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."* Does the definition of cancellation of utility, does that mean someone is late on paying their utility and it gets shut off?

Mr. Forte stated if they change it to "your utilities are off for"…the Commission picks the months; six months, nine months, twelve months.

Commissioner Via stated they're saying utilities as well. Okay.

Mr. Forte stated, utilities. If someone turns the water off just because somebody is moving that doesn't qualify but if the water isn't turned on for six months or nine months, whatever time frame the Commission thinks is necessary, that property is basically vacant. Mr. Forte stated we have a problem in this city. Unless we start putting the tools in place, we will always have this problem in this city and our reputation will continue to be what it is.

Commissioner Via stated he agrees with the intent in what they are trying to do and it can be another tool for their Code Enforcement. The last thing that he wanted to ask was is it clear that the foreclosed properties with the occupants in it, the way that it is written, that charge would go to the mortgage company or would it be on the occupant there that's in foreclosure?

Attorney Simpson stated it would be on the mortgage company. Now, that does not mean that the mortgage company wouldn't pass that through to the owner.

Commissioner Via stated but a lot of people go into foreclosure and they end up working out a deal with their house again, a lot.

Commissioner Byrnes stated he's only heard that they go into default and then work out a deal. Usually, by the time it gets to foreclosure…

Commissioner Via stated, no because they're talking about a foreclosure action. They can start that and they can still negotiate with them to do that.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Attorney Simpson asked what is the…and this is for everyone, what is it they don't want to fall within the requirements of this registration? Snowbirds, they are clear on that. So, if somebody is maintaining their property who goes back up north for the summer, they may turn the water off but they have someone who comes by and mows the grass…

Commissioner Danio stated they shouldn't be penalized.

Attorney Simpson stated they can word it in a way to carve them out. He thinks the strip center business that is actively marketed, as Mr. Forte and himself have talked about, or house, that is actively marketed, they have a realtor to contact. They have a contact person. Those can be not be included within this registration requirement, that's assuming they don't go into foreclosure. He's talking about just vacant properties. Foreclosures is a different issue. Everybody who goes into foreclosure. Are there any other properties the Commission wants to make sure do not fall under this?

Commissioner Via stated just to make it a point, the default properties, even though they think it's in there.

Attorney Simpson stated yes, that's in there.

Commissioner Via stated basically, he's looking at this, he would like to be able to register the zombie properties only.

Mr. Forte stated they can't do that.

Commissioner Via stated he knows and that's what they're writing. He's just saying that's what he thinks the Commission's intent is.

Commissioner Byrnes stated when they look at the list of things in the definition of "evidence of vacancy", when they look at the things that are listed there, any property that has that stuff has a problem and should be registered. If it's chronic and they're not fixing it then that's what he is looking at. He doesn't think that the other properties that they are talking about, the snowbirds are not going to go off and leave their property unmowed for six months; they're going to have a lawn service come in once a week. They will have somebody check their pool, they will have the newspapers turned off. He doesn't see a problem if they are using those as a definition.

Attorney Simpson stated he just wants to make sure they are saying the same thing. They are dealing with two issues. One is the vacant/abandoned property and one is foreclosed property. Foreclosed property, when it goes into foreclosure, regardless of whether somebody is there or not, they have to register to the bank. That's the city's contact with the bank. On vacant/abandoned property, they have a piece of property that has all those things but if somebody is living there, it's not vacant so they won't have to register.

Commissioner Byrnes stated but if somebody is living there as a squatter…

Attorney Simpson stated that's not an easy thing to deal with. He's just saying, if there's

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

evidence of people living in there, the city has other Code Enforcement remedies that they have to deal with but he thinks they would be stretching it to say, "you have to register this vacant property even though you're living there." He doesn't think they will be able to do that. So, the intent is, he thinks the intent is, they want somebody to be able to contact to say, "you need to maintain this property" and it may not always be the owner. If the owner is out of state, the city's resource is the Property Appraisers website, it can be an incorporation, all kinds of things. The city wants to have a name of a property manager if either they are in foreclosure or the property is vacant and that's kind of the evidence the city looks for in this ordinance and they can tweak it but that's kind of the evidence that would indicate that this property has been vacated and abandoned but if somebody is living there, in his opinion, it falls right out of the vacancy registry.

Commissioner Danio stated the end result would be the same.

Commissioner Byrnes stated, yes.

Attorney Simpson stated it's a different Code Enforcement.

Commissioner Currie stated first of all, she has to disagree, Commissioner Via, it is not the intent, at least with her, to only do zombie properties. She agrees with what they have here. She would like to see the change in the time frame that they spoke about.

Mr. Forte stated he thinks that addresses a lot of the concerns.

Commissioner Currie stated, yes. As far as anything else, this is a several part process as Mr. Forte has said. They've talked about this for a very long time. They've talked about this before some of the current Commissioners were elected, as far as Code Enforcement is concerned. She has always stated from the very day she got elected in 2012, Code Enforcement was a big thing for her. Being able to listen to their business owners, their constituents, that they have problem with a lot of these concerns within the city. The horrible names that they have out there, a lot of times that are stigma names, that the city is trying to improve constantly. She has heard a lot of positive about the city out there from a lot of people and it pleases her but she thinks they can gain a lot more positive to continue to move forward with action such as this because cleaning up their city is going to be a big part of that. Code Enforcement is tough decisions but tough decisions have to be made when they need to clean up their city and people are letting their properties go with different items such as this. She is in favor of this and she doesn't mind putting a motion on the table to increase the time frame to nine months for the utilities.

Mr. Forte stated if they go in that direction talking about the utilities and then removing properties that are actively listed for lease or for sale, if they take that out.

Commissioner Currie stated and exactly what Mr. Forte just stated.

Commissioner Byrnes stated just putting a sign on the property that says For Sale, is not considered…

Mr. Forte stated actively for sale or for lease, which means it has to be active with a

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

realtor.

Commissioner Byrnes stated it has to have a realtor attached to it.

Commissioner Via asked is there any rush to do this tonight? Can they do this at the next meeting?

Mr. Forte stated they can do it whenever they want. There's no rush.

Commissioner Via stated, thank you. He just wanted to make it clear.

Mayor Penny opened public participation. Keep in mind that he is leaning towards the inclination of bringing this back in two weeks for the final version. He's hoping they don't take action on this tonight.

Roland Via, former mayor of Holly Hill, 534 Eagle Drive, Holly Hill, stated he thinks that's very wise. Mr. Via stated incorrect about only through licensed realtors. There's a lot of For Sale By Owners.

Mr. Forte stated they were just talking about that. As long as they do a For Sale By Owner, that is done through a For Sale By Owner methodology not that somebody puts a little sign on a tree and it's for sale.

Mr. Via stated, exactly. One component of this as he read through the agenda, there is a registration fee of $300.00 on this because they're going through a specific company that charges the city half that money to identify what that address is, if they already know what the problem address is, are they only trying to find out what bank owns the properties so that the city can lien against that property because the city does that now. If they don't cut their grass, the city liens the property, when it is sold the city gets its money back, supposedly and sometimes all of it.

Mr. Forte stated or none of it.

Mayor Penny stated usually, the city gets none of it.

Mr. Via stated especially, if they forgive it. There is a cost in doing this, which could be burdensome. Any fee or permit or whatever by any other name is a tax. He just wants to bring that to the Commissioners attention. Wise on the workshop.

Mayor Penny closed public participation.

Mayor Penny stated he thinks the appropriate thing to do is entertain a motion to table this to a time certain of the next City Commission meeting, which will be March 27, 2018.

Mr. Forte stated they can't do that because then they don't have time to workshop it.

Mayor Penny stated he doesn't think they need a workshop.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Mr. Forte asked then why are they tabling it?

Mayor Penny stated he wants to be able to read all of the adjustments that they were talking about.

Commissioner Via stated he thinks that's prudent as well.

Mr. Forte asked so they're going to be back here in two weeks debating the same things? Just because they read it doesn't mean they're going to have the answers unless the Commissioners are going to do this again in two weeks.

Attorney Simpson stated they want to see the rewrite of what they talked about.

Mayor Penny stated, right. He just wants to see the rewrite.

Mr. Forte stated so far he's only seeing two things. Adding nine months to the utilities being turned off and removing the reference to the real estates for sale.

Commissioner Via stated it would also allow the Commissioners…

Attorney Simpson stated he has a relatively, descent sense of what all of the Commissioners are looking for because they can also put in there what's not included. It's not intended to cover these things and come back with something a little more narrow if the Commission wants. Mr. Forte hit on the main things but they can redo it again to make sure there's…

Mayor Penny stated it's a complicated issue and he just doesn't want them to have any unintended consequences. They all agree there's a problem and they need to do something about it. He just doesn't want to get the wrong person in the net.

Mr. Forte stated there's no rush to getting it done.

Commissioner Danio stated he thinks everybody would feel better.

Mr. Forte stated he just doesn't want to bring it back if a workshop is needed then they'll do a workshop. If a workshop is not needed then they'll do it at the next meeting.

Mayor Penny asked the Commissioner if they want to workshop it at the next meeting and then vote on it April 10th?

Commissioner Via stated he's fine either way because he thinks if they get back what they have written and then they have time to review it more and to be honest, he wants more time to review it.

Commissioner Currie made a motion to bring it back Ordinance 3000 for the changes discussed tonight at the March 27, 2018 at 7:00 PM in the Commission Chambers, seconded by Commissioner Via.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Passed, 5-0, unanimously.

RESULT:	**MOVED TO NEXT MEETING**	**Next: 3/27/2018 7:00 PM**

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)
Mayor Penny opened public participation. No one spoke.

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

ORDINANCE

Enacted and approved this 13th day of March, 2018, in Holly Hill

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)
Pulled at the beginning of the meeting by the City Manager.

RESULT:	**PULLED FROM AGENDA BY CM FOR A FUTURE MEETING DATE** **Next: 3/27/2018 7:00 PM**

5.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

Variance Request - 1064 Riverside Drive - South Front Yard

(Requested by Brian Walker, City Planner)
Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

6.

Variance Request - 1700 Ridge Avenue for Front Yard Setback

(Requested by Brian Walker, City Planner)
Mayor Penny opened public participation.

Applicants, Rick and Amy Reynolds, 1700 Ridge Avenue, Holly Hill, spoke to the Mayor and City Commissioners.

Mayor Penny closed public participation.

The Board of Planning and Appeals made their recommendation to the City Commission at their March 5, 2018 BOPA meeting to deny this variance request at 1700 Ridge Avenue, Holly Hill based on 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. The applicant has not satisfied all six criteria under Section 82-317 of the Land Development Regulations (LDR) for granting a variance, as follows:

(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.

Based on the stated findings in the staff report to the City Commission, staff recommends denial of the request as well.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

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

Enacted and approved this 13th day of March, 2018, in Holly Hill

9. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte introduced Antoine Khoury, the new Public Works Director/City Engineer to the Mayor and City Commissioners.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Danio reminded everyone about the Best on The Hill next Thursday, March 22nd at the YMCA. Sometimes its not the easiest to be up here. Unfortunately, decisions have to be made that, like Commissioner Currie said, are tough but in order for the city to move forward they have to be consistent and that's the challenge the Commission had tonight. Sorry for the Reynolds, he feels for them but he thinks the Commission made the right decision and having thick skin sometimes is what it takes to be in the public eye.

Commissioner Via congratulated UBIC; Mayor Penny and himself were fortunate enough to judge a chili contest last weekend at UBIC and that was fun; UBIC does a lot of good for the neighborhood and the city. Looking forward to the Easter Egg event. Commissioner Via wanted to bring up the issue of LIVE streaming. He would like to possibly have a workshop about going back to LIVE streaming. He remembers when he wasn't fortunate enough to sit up here and there were meetings he couldn't be at and he appreciated those LIVE streams as not good quality as they were. They still worked. He wants to talk with Mr. Forte and maybe getting with Scott in IT. He thinks there was an issue why they took it down and Scott knows that technically.

Mr. Forte stated it was twofold. One was there was some technical issues that could be overcome and the other one was there was showboat issues that the Commission didn't want to deal with anymore. When you put people on a television screen they tend to perform differently. He's not talking about Commissioners, he's talking about other people and it was used as a platform. Most cities don't televise their Commission meetings for that reason but if they want to go back in that direction. He doesn't think it has anything to do with transparency. He thinks the city is very transparent. More transparent than they've ever been before. He thinks the most they ever had was seven people that turned that thing on and two of them were related to Commission members.

Commissioner Via stated and he's not saying they're not transparent. He just likes to give

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

the opportunity. That's why they have Public Participation and a lot of nights they don't get to hear from anyone. For him, it's always been, he's always been consistent on to always allow the opportunity to their citizens, whether they have a lot of participation or not. Something to think on and maybe they need to talk about it another time but he's definitely for that. It was a good meeting.

Commissioner Currie congratulated UBIC; they're doing great things and they're always doing wonderful things for the community. The Police Department also has a program called the "5-0 Group" that they do with the youth at the school and just to show support again, there are businesses within the city's community that are helping to feed those children that are involved in that group. The city always has great community involvement and the city can be proud of that. The school is doing a phenomenal job with the change of the administration. She's been there for several programs herself, for Career Day and for other activities they've had, they're more open to inviting the Commissioners to attend and be active with them. It's really a wonderful thing to see the HHK-8 School coming around and doing what it's purpose was. The different programs they have going on, she loves it. As far as the LIVE streaming is concerned, she remembers the Commission having discussions about this 1 year or 1 ½ years ago and the Commission decided not to do it because they weren't getting the involvement and hadn't been getting the involvement and there were some other issues that the Commission had discussed and the Commission all just decided that it was not necessary for them to continue for its heartache it was causing with the complaints they were getting about the streaming not working. She doesn't think that's the reason people are not coming to the city's meetings is because of LIVE streaming. People aren't coming to the city's meetings because unfortunately people don't want to be involved with government anymore. They just aren't as interested as they used to be and that's unfortunate but that's their society nowadays. She can tell them this is the best time this city's history that she can think of for transparency. She used to be up here complaining about transparency back in 2012, 2013, 2014 and it was horrible. This is the best time for transparency to the citizens, to the Commission, she doesn't have to ask as many questions up here because she's actually getting them, when she has her meetings with Mr. Forte she's not being detoured in different directions, she's not being blocked, she's not having to do the things she used to have to do. She's proud of the fact that they have such great transparency. The city's staff is wonderful about giving the Commissioners information as well. She really doesn't think there is any issue with transparency in this city. Maybe other cities but not this city. She would love to see them moving forward, she knows it's a hard decision for people, with Code Enforcement. It's a sensitive subject and it's going to be hard but that's going to be one of the key things of cleaning this city up and to continue moving forward with the progress that the city is making. They made some tough decisions and good decisions tonight. Appreciates everybody that came forward with their comments.

Commissioner Byrnes stated he was just shocked at the comment of transparency because as Commissioner Currie had said this has been one of the most transparent Commissions he's been on in all the years he's been doing this. He disagrees with Commissioner Currie's reason for people not coming to the meetings. The reason people aren't coming here is because they know that the Commissioners are doing a good job and they don't have to tell the Commission how to do a better job as some people think they have to do.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

He knows the times when Commissions were doing a bad job and that's when the room was filled and people were here with their pitch forks telling the Commission what they need to do. Now, the people stay home because they know they don't have to worry because this Commission is here and they are doing the city's business and they are doing it transparently. He guesses he had a record of "no" votes tonight and as he said during the discussion if the rules were hard and fast, they could have a computer making the decisions up here and sometimes emotions are tough but sometimes they're needed. He thinks that's also the reason why there is five of the Commissioners up here and not just one. Disagreement does not mean disenfranchise and it doesn't mean anything except sometimes he's a little curmudgeonly and if they want to see how curmudgeonly he is, pick up tomorrow's paper. The *Daytona Beach News-Journal* has told him that his editorial is going to be their featured editorial tomorrow because of his dislike of what the County has tried to pass off as replacing Holly Hill's library. He thinks they will like the article if they've lived in Holly Hill for any amount of time when the city had a real library and their children were safe.

D. Mayor's Comments

Mayor Penny reminded everyone about the Public Safety First Responders Awards dinner, get with the City Clerk if you are going to attend; the city's HHK-8 doing great now, spoke to the new principal Mr. Watson and the moral is much better; take a moment to stop by and visit the school, doing very well and the education of the community has a lot to do with the city's reputation; they're on the right path. Reminded everyone that the Easter Egg event is this Saturday, March 24 at 10:00 AM to 12:00 PM in front of City Hall.

Mayor Penny stated one thing that he has consistently heard since moving to Holly Hill is that the city needs stronger Code Enforcement. Code Enforcement, the city needs consistency. A little old lady is going to come up here and not be able to cut her grass and the city is going to tell her we'll cut her grass and we're going to charge her for it. The Commissioners can't just talk the talk. They are going to have to walk the walk. Tonight they made a very tough and emotional decision tonight but the comments he heard from Mr. Smith, he takes to heart. Mayor Penny stated he wants to leave this office and meet someone for the first time and tell them he lives in Holly Hill and not have that person give him that face like they just smelled bad cheese. Holly Hill doesn't deserve that reputation. He challenges people to come here and tell the Commissioners what's wrong. The Commissioners know what's wrong. There's a lot of things that are wrong but there's even more things that are right but the buck is going to stop with the Commission. The Commission is telling Mr. Forte to start this process of this registry, which is going to lead to Code Enforcement, which is what all of the Commissioners want, but they sometimes don't have the backbone to stand here and enforce it. He has seen it consistently. What will happen is your next door neighbor will meet you at the fence because they just got a pink slip on their door, can't you help them? The husband has cancer and they can't pay their light bill and this and that and the sob story and if the Commissioners want it to get better, they're going to have to make the tough decisions. They can go two ways. They can try and clean it up or they can just say the heck with it and let anything go and he doesn't think anybody wants that. They also have to talk about the great things that are going on in the city that they kind of take for granted. Walk pass the Building Department and see all the people in there and the stacks of permits and the things that are being approved. There's a lot of great stuff going on. Holly Hill is very

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

small; we're almost built out but there's a lot of development and redevelopment happening in our city as we speak. He thinks it's very positive. We might not see it for a while. A lot of the stuff going on along US1 isn't too sexy but they have to go through some growing pains to get it better. He thinks we have a wonderful city, wonderful employees, fantastic staff and an awesome Commission because they are able to make the tough decisions when they have to so thank you for that.

10. ADJOURNMENT

The meeting adjourned at approximately 8:45 PM.

Attachment: Minutes - March 13, 2018 - Regular City Commission meeting (1957 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 27, 2018**
FROM: **Antoine Khoury**
SUBJECT: **Resolution 2018-R-19 A Resolution of the City of Holly Hill, Florida, Adopted Pursuant to Section 30-71 of the Code of Ordinances to Approve the Contract Extension and Authorize the City Manager to Execute Department of Corrections Contract Number WS962 Amendment, and Addendum a to the Contract Allowing Florida Department of Corrections to Provide an Inmate Labor Work Squad (S) for the Three Year Contract Period Ending April 8, 2021 Without Complying with the Formal Purchasing Procedure; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.**
NUMBER: **(ID # 1894)**
APPLICANT:
PLANNER:

DISCUSSION:

The City currently has a contract with the Florida Department of Corrections for an inmate work squad. Department of Corrections Contract Number WS962 between Tomoka Correctional Institute and the City of Holly Hill, expires on April 8, 2018. This work squad is utilized to perform mowing and landscaping at various City facilities, stormwater retention areas and right of way locations.

The Department of Corrections has provided a Contract Expiration Notice (CEN), Draft Amendment, and Draft Addendum A to the contract. This Amendment will:

- Renew the Contract for three (3) years; and revise the end date to April 8, 2021
- Replace Addendum A with Revised Addendum A, effective April 9, 2018
- Revise Section IV., A., Department's Contract Manager
- Revise Section IV., B., Department's Contract Administrator
- Add Section VII., I., Cooperation with Inspector General
- Add Section VII., J., Sovereign Immunity

The contract amount is $57,497 annually.

FISCAL ANALYSIS:

This item is funded in the current fiscal year budget and will need to be budgeted during the budget process of future years.

STAFF RECOMMENDATION:

Approve the contract extension and authorize the City Manager to execute the Department of Corrections Contract Number WS962 Amendment, and Addendum "A" to the contract allowing Florida Department of Corrections to provide an inmate labor work squad(s) for the three year contract period ending to April 8, 2021.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2018-R-19, TO APPROVE THE CONTRACT EXTENSION, WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER WS962 AMENDMENT, AND ADDENDUM A TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD(S) FOR THE THREE YEAR CONTRACT PERIOD ENDING TO APRIL 8, 2021.

ATTACHMENTS:

- WS962 Addendum A (PDF)
- WS962 Amd 1 DRAFT (PDF)
- WS962 CEN - Agency (renew) (PDF)

Resolution No. (ID # 1894)

RESOLUTION 2018-R-19 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT EXTENSION AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER WS962 AMENDMENT, AND ADDENDUM A TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD (S) FOR THE THREE YEAR CONTRACT PERIOD ENDING APRIL 8, 2021 WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-19

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTED PURSUANT TO SECTION 30-71 OF THE CODE OF ORDINANCES TO APPROVE THE CONTRACT EXTENSION AND AUTHORIZE THE CITY MANAGER TO EXECUTE DEPARTMENT OF CORRECTIONS CONTRACT NUMBER WS962 AMENDMENT, AND ADDENDUM A TO THE CONTRACT ALLOWING FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE AN INMATE LABOR WORK SQUAD(S) FOR THE THREE YEAR CONTRACT PERIOD ENDING TO APRIL 8, 2021 WITHOUT COMPLYING WITH THE FORMAL PURCHASING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has historically utilized inmate labor pursuant to a contract the Florida Department of Corrections; and

WHEREAS, the inmate labor provides a cost effective methodology for the City; and

WHEREAS, the City entered into contract WS962 with the Florida Department of Corrections on January 13, 2015; and

WHEREAS, the City entered into contract WS962 with the Florida Department of Corrections on January 13, 2015, which had an effective date of April 8, 2015; and

WHEREAS, the City would like to extend contract WS962 with the Florida Department of Corrections without going through the formal bidding process; and

WHEREAS, The Amendment and Addendum A detail the modifications and changes to the; and

WHEREAS, Section 30-71 of the Code of Ordinances allows the purchase of services without following the formal purchasing procedures under certain situations.

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

SECTION 1. Pursuant to Section 30-71 the City Commission hereby waives the formal bidding procedure and authorizes the Mayor and City Manager to extend contract number WS962 and execute Department of Corrections Amendment, and Addendum A to the contract allowing Florida Department of Corrections to provide an inmate labor work squad(s) for an additional three year contract period ending to April 8, 2021.

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

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

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

APPROVED AND AUTHENTICATED on this 27th day of MARCH, 2018.

Addendum A

Inmate Work Squad Detail of Costs for The City of Holly Hill
Interagency Contract Number WS962, Effective April 9, 2018

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers	Multiplier 1	$ 54,194.00	** $	54,194.00
Salary Incentive Payment			$ 1,128.00	$	1,128.00
Repair and Maintenance			$ 121.00	$	121.00
State Personnel Assessment			$ 354.00	$	354.00
Training/Criminal Justice Standards			$ 200.00	$	200.00
Uniform Purchase			$ 400.00	$	400.00
Uniform Maintenance			$ 350.00	$	350.00
Training/Criminal Justice Standards *			$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00	$	56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [X] NO [ ]

Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with

Addendum A
Inmate Work Squad Detail of Costs for The City of Holly Hill
Interagency Contract Number WS962, Effective April 9, 2018

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency
Hand Held Radio	MACOM	$4969.00			$ -	☐	☐
Vehicle Mounted Radio	MACOM	$5400.00		1	$ -	☐	☐
TOTAL Operating Capital To Be Advanced By Agency					$ -		

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

Year 4	$57,497.00
Year 5	$57,497.00
Year 6	$57,497.00
Total	$172,491.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for The City of Holly Hill
Interagency Contract Number WS962, Effective April 9, 2018

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

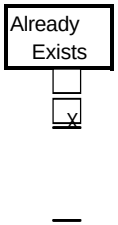
Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with

Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with



Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with

Attachment: WS962 Addendum A (1894 : Approve a Contract Extension for Contract Number WS962, with

CONTRACT # WS962
Amendment # 1

Attachment: WS962 Amd 1 DRAFT (1894 : Approve a Contract Extension for Contract Number WS962, with the Department of Corrections to

CONTRACT AMENDMENT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

CITY OF HOLLY HILL

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the City of Holly Hill ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for three (3) years pursuant to Section **I.**, B., Contract Renewal; and revises the end date of the Contract referenced in Section **I.**, A., Contract Term;
- Replaces **Addendum A** with **Revised Addendum A**, effective April 9, 2018, pursuant to Section **III.**, A., Payment to the Department, 5.;
- Revises Section **IV.**, A., Department's Contract Manager;
- Revises Section **IV.**, B., Department's Contract Administrator;
- Adds Section **VII.**, I., Cooperation with Inspector General; and
- Adds Section **VII.**, J., Sovereign Immunity

Original contract period: October 15, 2016 through October 14, 2017.

In accordance with Section **V.**, **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section **I.**, Contract Term., A., is hereby revised to read:

   A. Contract Term

   This Contract began April 9, 2015 and shall end at midnight on April 8, 2021.

   This Contract is in its final renewal year.

2. Section **III.**, A., Payment to the Department, 5., the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective April 9, 2018.

3. Section **IV.**, A., Department's Contract Manager, is hereby revised to read:

   A. Department's Contract Manager

   The Field Office Manager of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

   Field Office Manager
   Tomoka Correctional Institution
   3950 Tiger Bay Road
   Daytona Beach, Florida 32124
   Telephone: (386) 254-2673

4. Section **IV.**, B., Department's Contract Administrator, is hereby revised to read:

   B. Department's Contract Administrator

   The Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

   The address and telephone number of the Department's Contract Administrator for this Contract is:

   Contract Administrator
   Bureau of Procurement
   Florida Department of Corrections
   501 South Calhoun Street
   Tallahassee, Florida 32399-2500
   Telephone: (850) 717-3681
   Fax: (850) 488-7189

5. Section **VII.**, I., Cooperation with Inspector General, is hereby added:

   I. Cooperation with Inspector General

   In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

6. Section **VII.**, J., Sovereign Immunity, is hereby added:

   J. Sovereign Immunity

   The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes (F.S.), and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

REMAINDER OF SPACE INTENTIONALLY LEFT BLANK

DRAFT

Attachment: WS962 Amd 1 DRAFT (1894 : Approve a Contract Extension for Contract Number WS962, with the Department of Corrections to

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF HOLLY HILL

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

DRAFT

Attachment: WS962 Amd 1 DRAFT (1894 : Approve a Contract Extension for Contract Number WS962, with the Department of Corrections to

DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT & SUPPLY
CONTRACT EXPIRATION NOTIFICATION

DATE: **September 28, 2017**

TO: **Joseph Forte, City Manager**
FROM: **Loran K. Schrader, Correctional Services Consultant**

RE: **Contract:** **WS962 – Tomoka C.I. and The City of Holly Hill**
Work Squad(s): **One (1) squad with one (1) Correctional Officer and up to eight (8) inmates**
Expires: **04/08/2018**

NOTE: The above-referenced contract will expire on the above listed date.
Please advise as to your preference:
☐ Do not renew. **Note:** Contract will expire on date specified.
☐ Process renewal of contract.
☐ Not eligible for renewal, process replacement contract.

1. Did the Work Squad provide services (according to the scope of services) outlined in the above-referenced contract:

   a. Were necessary reports provided in the required timeframe? ☐ Yes ☐ No ☐ N/A
   b. Were invoices submitted in the required timeframe? ☐ Yes ☐ No ☐ N/A
   c. Were services delivered in accordance with the terms & conditions? ☐ Yes ☐ No

2. Please explain and "negative" responses and attach documentation, if applicable.
3. Rate the overall performance of services as outlined in the Scope of Service under the contract identified above:

_____ Excellent	_____ Good	_____ Satisfactory	_____ Unacceptable
90% or Better compliance	89%-75% compliance	74%-60% compliance	59% or below compliance

If Unacceptable is checked, you are required to provide an explanation.

Signed: _____ _____
Agency Representative Date

If you have any questions, please contact Loran Schrader at (850) 717-3671

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:
Loran Schrader, Bureau of Security Operations
501 South Calhoun Street
Tallahassee, Florida 32399-2500

Attachment: WS962 CEN - Agency (renew) (1894 : Approve a Contract Extension for Contract Number WS962, with the Department of

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 27, 2018**
FROM: **Joseph Forte**
SUBJECT: **Resolution 2018-R-20 A Resolution for Assistance Under the Florida Inland Navigation District (FIND) Waterways Assistance Program.**
NUMBER: **(ID # 1959)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill is interested in proceeding with the Sunrise Park South Dredging and Boat Ramp Improvement project. The improvements include a new boat ramp, additional handicap and boat trailer parking, new pavilions, and a floating dock. In addition to these new amenities other improvements include stormwater infrastructure, sidewalks, lighting, signage, and parking lot paving and restriping.

The City of Holly Hill has made an application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project. The City must accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

FIND - Waterway Assistance Program - Sunrise Park South

	Construction Costs	Grant/PM Fee	Total Costs	FIND Grant Request	ECHO Grant Request	City Match
2016	**$665,580**	**$16,640**	**$682,220**	**$341,110**	**$327,690**	**$13,420**
BID	**$1,116,654**					
2018	**$451,074**	**$23,740**	**$474,814**	**$237,407**	**$0**	**$237,407**
Totals	**$1,116,654**	**$40,380**	**$1,157,034**	**$578,517**		**$250,827**

FISCAL ANALYSIS:

The "new" request is for $474,814 - of which FIND will reimburse up to 50%. The City will

need to budget the local match estimated to be $237,407.00 for this portion of the grant funding.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-20.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-20, FOR ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM.

Resolution No. (ID # 1959)

RESOLUTION 2018-R-20 A RESOLUTION FOR ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM.

ATTACHMENT E-7

RESOLUTION 2018-R-20
A RESOLUTION FOR ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM

WHEREAS, The City of Holly Hill is interested in carrying out the following described project for the enjoyment of the citizenry of Holly Hill and the State of Florida; and

Project Title Sunrise Park South Dredging and Boat Ramp Improvements - Phase 2A

Total Estimated Cost $ 474,814

Brief Description of Project:

Phase 2A is a request for additional funding as a result of increased construction costs. The elements of the proposed park improvements have not changed. The improvements include a new boat ramp, additional handicap and boat trailer parking, new pavilions, and a floating dock. In addition to these new amenities other improvements include stormwater infrastructure, sidewalks, lighting, signage, and parking lot paving and restriping.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above.

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

SECTION 1. That the project described above be authorized, and be it further resolved that the City of Holly Hill has made an application to the Florida Inland Navigation District (FIND) in the amount of 50% of the actual cost of the project in behalf of said City of Holly Hill be it further resolved by the City of Holly Hill that it certifies to the following:

SECTION 2. Budget Adjustment: The City Commission of the City of Holly Hill amends the Fiscal Year 2017-2018 budget by revising the budget in total in an amount not to

exceed $478,814 pursuant to FIND reimbursing up to 50% of the cost and Fund 001 "General Fund" making up the remainder.

SECTION 3. That the City of Holly Hill will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

SECTION 4. That the City of Holly Hill is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

SECTION 5. That the City of Holly Hill has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Holly Hill for public use.

SECTION 6. That the City of Holly Hill will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

SECTION 7. That the City of Holly Hill will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

SECTION 8. That the City of Holly Hill will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 9. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of MARCH, 2018.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **March 27, 2018**
FROM: **Joseph Forte**
SUBJECT: **Resolution 2018-R-21 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Foreclosure Registrations with ProChamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **(ID # 1970)**
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement between City of Jacksonville, FL and PROCHAMPS. PROCHAMPS will provide the service of registering foreclosed and vacant properties in the city which will allow code enforcement officer the ability to identify property owners.

Often when a vacant property or a property that is in foreclosure falls into disrepair and is found not to be in compliance with the city codes, it is difficult to track down the rightful owner. This program will create a registration requiring these properties to be identified upon which immediate contact can be established when trying to bring the property into compliance.

The staff will perform under the scope of services as outlined in the City of Holly Hill Ordinance 3000 but piggyback the pricing of the Jacksonville contract #9544-01.

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 Jacksonville with PROCHAMPS is the most economically advantageous way for the City to procure these consignment services.

PROCHAMPS 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:

PROCHAMPS will charge a of registration fee of $300.00 of which PROCHAMPS will retain $100.00. At this time, it is undetermined how many properties will be registered.

STAFF RECOMMENDATION:

That the City Commission approve Resolution 2018-R-21 as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-21, APPROVING THE PIGGYBACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH PROCHAMPS.

ATTACHMENTS:

- Prochamps Agreement with Holly Hill (DOCX)
- PROCHAMPS Agreement with Jacksonville (PDF)

Resolution No. (ID # 1970)

RESOLUTION 2018-R-21 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR FORECLOSURE REGISTRATIONS WITH PROCHAMPS, 2725 CENTER PLACE, MELBOURNE, FL 32940; 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-21

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR FORECLOSURE REGISTRATIONS WITH PROCHAMPS, 2725 CENTER PLACE, MELBOURNE FL 32940; 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 PROCHAMPS, under the same terms and applicable conditions as that prior agreement entered into by the City of Jacksonville, FL; 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 PROCHAMPS, in accordance with the pricing established in the City of Jacksonville, FL contract the purpose of registering foreclosed and vacant properties; 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 Jacksonville and PROCHAMPS, 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 PROCHAMPS, 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, PROCHAMPS, has previously entered into a contract with the City of Jacksonville, FL to provide these services on October 1, 2015 (attached).

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

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 27th day of MARCH, 2018.

Attachment: Prochamps Agreement with Holly Hill (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for

"PIGGYBACK" AGREEMENT BETWEEN
CITY OF HOLLY HILL, FL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

This "Piggyback" Agreement ("Agreement") is made as of this ~~_____~~ 27 day of March ~~_____~~, 20~~____~~18 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company with offices at 2725 Center Place, Melbourne, FL 32940 ("**PRC**") and City of Holly Hill, a Florida municipal corporation, with an address of 1065 Ridgewood Ave Holly Hill, FL 32117~~_____~~ ("~~**COMMUNITY**~~**CITY**"). The ~~COMMUNITY~~CITY and PRC agree as follows.

1. The purchasing policy for the ~~COMMUNITY~~CITY allows for "piggybacking" contracts.

   a. Pursuant to this procedure, the ~~COMMUNITY~~CITY is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that PRC has entered into a contract with the City of Jacksonville, Florida ("Original Contract"). The Original Contract is incorporated herein and is attached as Exhibit A to this Agreement. All of the terms and conditions set forth in the Original Contract are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the Original Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Contract as applied to this Agreement between PRC and the ~~COMMUNITY~~CITY, as follows.

   a. **TERM.** This Agreement shall terminate concurrently with the Original Contract. This Agreement will automatically renew concurrently with each renewal of the Original Contract, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term. The Jacksonville Agreement expires on September 30, 2018. The Agreement may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to the end of the then current term upon terms mutually agreed by the parties.

   b. **COMPENSATION.** PRC shall charge a fee ("Fee") as directed by the ~~COMMUNITY~~CITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars ($100) of each collected Fee and remit the balance to the ~~COMMUNITY~~CITY. PRC shall forward payment of the ~~COMMUNITY~~CITY's portion of the Fee to the ~~COMMUNITY~~CITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. PRC shall have the ability to send all past due registrations with non-active periods to a collection agency of their choice. All fees related to collection agency practices shall be

Formatted: Underline

Formatted: Font color: Auto

taken out of the ~~COMMUNITY~~CITY's remittance provided herein. ~~COMMUNITY~~CITY agrees that PRC shall collect twenty percent (20%) of all past due registration fees recovered through the collection agency of PRC's choice, and remit the balance to the ~~COMMUNITY~~CITY as provided herein.

c. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the ~~COMMUNITY~~CITY designate the following as the respective places for giving of notice:

~~COMMUNITY~~CITY: City Manager
1065 Ridgewood Ave
Holly Hill, FL 32117

- Attention: ~~COMMUNITY~~CITY Manager

PRC: Danielle Kieselhorst, Director
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

d. **CONTRACT DOCUMENTS.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified, and any subsequent signed amendments.
- The ~~COMMUNITY~~CITY Ordinance No. ~~_____~~ 3000, dated: March 27, 2018~~_____~~ (the "Ordinance").
- The Original Contract.

e. INDEMNIFICATION.

a. **IDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the ~~COMMUNITY~~CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

Formatted: Indent: Left: 1.5"

Attachment: Prochamps Agreement with Holly Hill (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for

"PIGGYBACK" AGREEMENT BETWEEN
CITY OF HOLLY HILL, FL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

b. **INDEMNIFICATION BY ~~COMMUNITY~~CITY.** ~~COMMUNITY~~CITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by ~~COMMUNITY~~CITY to timely respond to a public records request. Should ~~COMMUNITY~~CITY select 10(a)(ii), ~~COMMUNITY~~CITY further defends, indemnifies and holds harmless PRC and officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a challenge to this provision.

f. **WARRANTY.** All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the ~~COMMUNITY~~CITY, and the laws of any federal, state, or local regulatory.

g. **ENTIRE AGREEMENT.** All other provisions in the Original Contract not expressly modified herein are fully binding on the parties. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

~~g.~~**h. SCOPE OF SERVICE.** The scope of services under this Contract shall be consistent with the ~~Community~~City Ordinance No. ~~_____~~3000.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

~~[COMMUNITY~~City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117~~]~~

_____

_____Date:_____

_____

~~[Printed name and title of COMMUNITY representative~~Joseph Forte, City Manager~~]~~

PROPERTY REGISTRATION CHAMPIONS, LLC

Formatted: Font:

Formatted: Left, Indent: Left: 0.5", No bullets numbering

Formatted: Font: Bold

Formatted: Font: Bold

“PIGGYBACK” AGREEMENT BETWEEN
CITY OF HOLLY HILL, FL
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

_____ Date:_____
DANIELLE KIESELHORST, DIRECTOR

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

Attachment: Prochamps Agreement with Holly Hill (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for

EXHIBIT A - ORIGINAL CONTRACT

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assignment") is effective as of the 31 day of May 2017 (the "Effective Date"), by and among **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation, ("Assignor"), **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company ("Assignee") and the **CITY OF JACKSONVILLE**, a Florida municipal corporation ("City").

BACKGROUND FACTS

A. Assignor and City are parties to that certain Services Contract for Registry of Foreclosed/Abandoned Properties dated October 1, 2015 pursuant to the City's RFP #P-38-15, as amended by that certain First Amendment dated December 1, 2017 (City Contract # 9544-01) (the "Agreement").

B. Assignee is a wholly owned subsidiary of Assignor.

C. Assignor has represented to City that immediately after the Effective Date, Assignee will perform all of Assignor's obligations under the Agreement in the same manner as performed by Assignor.

D. Assignor possesses all right, title and interest in and to the Agreement and desires to assign, transfer and convey the Agreement to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions set forth herein.

E. The City's Professional Services Evaluation Committee and Mayor approved the City's consent to the assignment of the Agreement from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts. The background facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Assignment. As of the Effective Date, Assignor hereby assigns, transfer and conveys to Assignee all of its right, title and interest in, to and under the Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Agreement.

3. Assumption. As of the Effective Date, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

4. City Consent. By executing this Assignment, the City expressly agrees and consents to and acknowledges Assignor's assignment of the Agreement, pursuant and subject to the terms of this Assignment. This consent is expressly limited to the assignment to and assumption by Assignee pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Agreement. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms and conditions or any of City's rights or remedies under the Agreement other than as specifically set forth herein. The parties hereby agree that Assignee shall be substituted for Assignor for the purposes of the Agreement. The parties hereby acknowledge that City's consent to this Assignment does not waive any rights the City may have to take action against Assignor with respect to any breaches of the Agreement by Assignor occurring prior to the Effective Date, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Agreement, and the City may continue to look to Assignor to enforce all of the terms and conditions of the Agreement as if the assignment contemplated hereby had not occurred.

5. Further Assurances. Assignor and Assignee each agree, upon request by City, to execute, acknowledge and deliver or cause to be delivered such further instruments and do such further acts as may be necessary to carry out the purpose and intent of this Assignment.

6. Effect. All terms and conditions of the Agreement shall remain in full force and effect.

7. Successors. All future transfers and assignments of the Agreement transferred and assigned hereby are subject to the transfer and assignment provisions of the Agreement. This Assignment shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Assignment may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

9. Authority. Each of Assignor and Assignee represents and warrants to City that it has full right and authority to execute and perform its obligations under this Assignment and the Agreement, and the person(s) executing this Assignment on Assignor and Assignee's behalf represent and warrant to City that such person(s) are duly authorized to execute this Assignment and that all necessary approvals have been obtained to execute this Assignment. Assignor and Assignee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

[Remainder of page intentionally left blank by the parties; signatures pages follow immediately.]

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment effective as of the Effective Date.

WITNESS:

Print Name: Anne Norris

ASSIGNOR:

COMMUNITY CHAMPIONS CORPORATION

By: _____
Print Name: David Mulberry
Its: President/CEO

WITNESS:

Print Name: Anne Norris

ASSIGNEE:

PROPERTY REGISTRATION CHAMPIONS, LLC

By: Danielle Kiesselhorst
Name: Danielle Kiesselhorst
Title: Director of Operations

[City signature page to immediately follow]

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

By: _____
Director of Finance

Form Approved:

Office of General Counsel

By: _____

GC-#1177764-v1-Community_Champions_Assignment.doc

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

9544-01 And 1

FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES

THIS FIRST AMENDMENT to Services Contract is made and entered into this 1st day of Dec, 2017, by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into City Contract No. 9544-01 (the "Contract"); and

WHEREAS, from October 1, 2017, through the day and year first above written, the parties have worked together continuously and without interruption; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by accepting, adopting, and ratifying all actions of the parties under said Contract from October 1, 2017, through the day and year first above written, and by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein by this reference.

2. All actions of the parties under the provisions, terms, and conditions of said Contract from October 1, 2017, through the day and year first above written are accepted, adopted, and ratified.

3. Section 5 of said Contract is amended by exercising the first of three renewal options so as to extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining, and as amended shall read as follows:

> "5. Term. The initial term of this Contract shall commence on the Effective Date and shall expire on September 30 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to end of the then-current term upon terms mutually agreed by the parties."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms,

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

October 12, 2017

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-38-15 Registry of Foreclosed Abandoned Properties (Amendment No. 1)
Neighborhoods Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was adopted.

That Contract No. 9644-01 between the City of Jacksonville and Community Champions Corporation for Registry of Foreclosed/Abandoned Properties be amended to: ratify the contract from October 1, 2017 to October 12, 2017 and extend the period of service through September 30, 2018, with two (2) one-year renewal options remaining. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

For- Gregory Pease, Chief
Procurement Division
N.H. Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 12th day of October 2017

GP:ab

cc: Council Auditor
Jeff Clotz, OGC
Marisa Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

ORIGINAL

SERVICES CONTRACT BETWEEN THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION (Registry of Vacant/Abandoned Properties in Duval County, Florida)

THIS CONTRACT, made and entered effective as of October 1, 2015 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the City issued a Request for Proposal No. P-38-15 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP dated September 3, 2015, consisting of 39 pages (the "Response"), the City has negotiated and awarded this Contract to Consultant; and

WHEREAS, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated September 24, 2015, and approved on September 28, 2015, for the RFP, the City hereby engages the services of the Consultant as more particularly set forth in **Attachment A** (the "Services").

NOW THEREFORE, in consideration of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference**. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.

2. **Performance of Services**. The Consultant agrees to perform the services as specified in the RFP and the Response Sheet, more specifically set forth in **Attachment A**. If a conflict exists between the terms of service specified in the RFP and those set forth in Attachment A, the terms of service in Attachment A will prevail.

3. **Compensation**. The Consultant will be paid by the City for the Services as specified on the price sheets attached as **Attachment B**.

4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 ($0.00).

5 **Term.** The initial term of this Contract shall commence on the Effective Date and shall **expire on September 30 2017**, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the City, it its sole discretion, upon sixty (60) days'

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

notice prior to end of the then-current term upon terms mutually agreed by the parties.

6. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. **Audit.** The Planning and Development Department, where Housing and Community Development operates, and the City Council Auditors, shall have the right, during normal business hours, to enter the vendor's business property, upon reasonable prior notice, to inspect the operations and facilities of the vendor and to audit, inspect and examine the vendor's books and records and state and federal tax returns, insofar as they relate to compliance with the contractual provisions, this Chapter and any rules adopted by the Planning and Development Department pursuant hereto. This information shall include, but not be limited to, the following: billing rates, billing amounts, accounts receivable and list of accounts. Additionally, the City Council Auditors may communicate directly with customers (mortgagees in this case) for the purpose of confirming compliance with this Section. To the extent authorized by Section 119.165, Florida Statutes, or other applicable law, this information shall remain confidential. Refusal to permit inspection shall be cause for suspension or revocation of the vendor contract. The vendor shall deliver to the Planning and Development Department a true and correct monthly report of gross receipts generated during the previous month for all registrations, fees, and penalties within the City on or before the last day of each month. The vendor shall, on or before 90 days following the close of the City's fiscal year, deliver to the Planning and Development Department a statement of its annual gross receipts generated from accounts within the City reflecting gross receipts within the City for the preceding City fiscal year. The statement shall be audited by an independent certified public accountant licensed to do business in the state, and shall be accompanied by the certified public accountant's opinion of its accuracy without qualifications or reservations. If a conflict exists between the terms of the RFP as to the audit and the provisions of this contract, this contract shall prevail.

Remainder of page left blank intentionally

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

8. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 3rd Floor
Jacksonville, Florida 32202
Attn: Chief

With a Copy to:

Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to the Consultant:

Community Champions Corporation
6767 North Wickham Road, Suite 500
Melbourne, Florida 32940
Attn: David Mulberry, CEO
(321) 421-6639, (321) 396-7776 (fax)

9. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is T. Scott McLarty 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202, and the Consultant's Contract Manager is David Mulberry, 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. The Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. The Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

11. **Amendments**. All changes to, additions to, modifications of or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

COMMUNITY CHAMPIONS CORPORATION,
a Florida corporation

By:_____
David Mulberry as CEO

CONSULTANT INFORMATION

Name: Community Champions Corporation
Contact: David Mulberry
Address: 6767 North Wickman Road, Suite 500
Melbourne, Florida 32940
Telephone: (321) 421-6639 Fax: (321) 396-7776
E-Mail: sblasie@cchampions.com
Federal Tax Identification Number: 26-4760904
Data Universal Numbering System (DUNS Number):
Central Contractor Registration (CCR Number):

[Signature page of the City of Jacksonville to immediately follow this page.]

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

ATTEST:

By: _____
James R. McCain, Jr.
As Corporation Secretary

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
Lenny Curry as Mayor

DATED: 10/29/15

In compliance with Section 24.103(e) of the *Ordinance Code* of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

_____
As Director of Finance
Contract # 9544-01

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\Drafts\2015-2016\Fcls Registry – Community Champions.doc
G:\Gov't Operations\SStockwell\Housing Department\foreclosure registry\Fcls Registry - Community Champions contract.doc

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

ATTACHMENT A
Scope of Work

SCOPE OF WORK

Community Champions Corporation ("Consultant") will provide qualified expertise and experience in developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant properties and fee collection requirements.

2. Identify real properties determined to be "abandoned" within the City of Jacksonville, Florida (the "City") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.

3. Notify mortgage holder of its requirement to register properties within ten (10) days of the date that the mortgagee declares its mortgage to be in default pursuant to City Ordinance 2015-340-E.

4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.

5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.

6. Provide the City with free access to and training on the web-based electronic registry system and reporting tools.

7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the City to create and generate reports via the Internet.

8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.

9. Provide company annual audited financials and other requested materials upon request by the City.

10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

ATTACHMENT B

(See Attached)

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

Exhibit B

Form 1 – Price Sheet

NAME OF CONSULTANT: CChampions

Proposal Number: P-38-15

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

   * See below Please

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

   Principal (Partner or Senior Officer): $ Ø hr.

   Project Manager (Responsible Professional): $ Ø hr.

3. Other Direct Project Costs per Unit (please specify)

   N/A

4. Estimated percentage of total fee to be performed by sub-Consultants Ø %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

   N/A

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains $100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee – Jacksonville's ordinance requires a $50 late fee. When collected this $50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a $50 update fee. This $50 update fee will be retained by CChampions with no portion being remitted to the community

Attachment: PROCHAMPS Agreement with Jacksonville (1970 : A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **March 27, 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:

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 is 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.

ATTACHMENTS:

- Foreclosurer Registry redline (PDF)

HISTORY:

02/27/18 City Commission APPROVED AT 1ST READING
Next: 03/13/18

Mayor Penny opened public participation. No one spoke.

03/13/18 City Commission MOVED TO NEXT MEETING
Next: 03/27/18

Mr. Forte stated at the last meeting there was a question raised about the vacant property and he miss spoke. Vacant properties are included in the rental registration. In looking into that, he

contacted the provider of the software to ask about that and what their thoughts are on it and whether the city should or how the city should enforce that and really it's a policy decision that the Commission can make tonight and define it a little better. Mr. Forte stated that there is a definition within the ordinance of what is considered a vacant property, *"**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".* Mr. Forte stated this narrows it down to not just somebody that's a snowbird or not somebody who has a rental property and it's vacant for a couple of months but what they can do to change this is they can strike from "the evidence of vacancy properties that are for sale or for lease because he would consider those actively for sale or for lease where a real estate agent would be a contact person and the Commission could add something under where it says, "utilities are disconnected" and the Commission can say, "if the utilities are disconnected for greater than six months or greater than nine months or greater than twelve months, whatever the Commission thinks would be appropriate, and that narrows the field down. The reason the city wants to include vacant properties is because it's a tool for Code Enforcement to have somebody to contact when these properties are vacant and for the most part, abandoned and fall into disrepair, where the city has no way of getting a hold of someone. In many cases, people live out of state and it's hard to track them down. If the city requires them to be registered, the city knows who to contact and not only for Code Enforcement, in case of an emergency. If there's a fire or if there's any other hazard with that house, the city doesn't have a way of tracking them down. He thinks if they modify the definition, it might address Commissioner Via, what you were talking about at the last meeting.

Commissioner Via stated he has a lot of questions. Thank you for that clarification because in the last meeting the reason he voted yes on it was because his definition was vacant foreclosures, which he is okay with and he thinks the intent that the city is trying to do is, he believes in the intent, and he believes the city can use it as a tool to help the neighborhoods and to have someone accountable to some of the zombie houses. That's what he looks at. What he is afraid of is in some of the definitions that he pulled up here, it's pretty broad. Although the spirit and intent is what the city wants it to be, the letter of the law, he thinks is a little different so he would like Attorney Simpson to maybe chime in because there's a questions he has under the "Registerable Property" definition, what is a registrable property: *(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.*" Commissioner Via stated what he's scared of is he feels like that opens it up to where, for instance, he buys a house and wants to remodel it and it's going to

take two months and he doesn't have the utilities on, now does he have to file that $300.00 fee that will happen with the city? And he thinks the answer is yes, right? And there's a lot of other circumstances.

Mr. Forte stated and that's where he would say the answer is no because if they go under the definition of what they consider "evidence of vacancy" if they put that the utilities are turned off for more than a certain number of months then it doesn't fall under the definition. Where they have it under the registry, that time frame of 30 days, is probably where they need to maybe address that portion.

Attorney Simpson stated the other thing that might help a little bit, would the Commission like to change the word "vacant" to "abandoned"?

Commissioner Via stated, yes. That's a lot better because…

Commissioner Byrnes stated he has a problem with abandoned because it may be vacant and the owner just doesn't care about it. That's different than abandoned in where the owner may have died.

Commissioner Via stated but what he's scared of, is that he thinks vacant is a very broad, interpretable word, meaning like they said…snowbird, a snowbird that is a citizen here and they're gone just a few months out of the year, let's say a few months during the summer, under the way that this is written, he sees that they have to come and they have to file, register their property with the city because it's going to be vacant for a period of time.

Mr. Forte stated not by the definition.

Commissioner Via stated but it says, "any property vacant 30 days or more."

Mr. Forte stated that's what they have to change.

Mayor Penny stated that's why Mr. Forte is saying make it six months.

Mr. Forte stated take the 30 days out and they go with the definition of "evidence of vacancy."

Attorney Simpson stated he agrees with everything that Commissioner Via has said, as written, he is right.

Mayor Penny stated Mr. Forte is saying they have to amend it.

Commissioner Via stated it goes to another point that, frankly, maybe they need to workshop this to go through this because he still has questions that are not necessarily answered. He doesn't know…he just doesn't want to make an ordinance a law and then have holes in it and it be interpreted the wrong way. The city isn't up against the wall with any of this so if any of the Commissioners have questions on this and they need more time to dig through it because he'll be honest with them, he hasn't been able to dig through every single thing but the things that he has, he has questions on. That's why he's bringing it up.

Mr. Forte stated if they change the registration requirement of the 30 day vacancy, just eliminate the 30 day words out of there and they have to register a vacant property in accordance with the definition of "evidence of vacancy" that would change the whole…you know, you got to remember…

Commissioner Via stated, he agrees.

Mr. Forte stated the purpose of this is to clean up these dilapidated properties and it goes back to what they were talking about earlier in trying to raise the bar and it's these properties that are vacant, abandoned, dilapidated that are problems that are causing the reputation that the city has. The Commission has to remember, this is only step 1 that he is bringing forward to them. Foreclosed properties, vacant and abandoned properties. The next is going to be rental registrations.

Commissioner Via stated thank you Mr. Forte because that does answer that question. There's another one in here (referring to the ordinance) where he did want to talk to the Commissioners and how they feel about it. In the registrable property definition, "whether vacant or occupied subject to an ongoing foreclosure action", so he kind of wanted clarification…

Mr. Forte stated if the property is going through a foreclosure, even though somebody lives there, the city needs it registered.

Commissioner Via stated that's where he disagrees because he feels that a lot of citizens have gone through foreclosure and a lot of times it's to maybe redo their mortgage and that has happened and so to be able to do that, he doesn't believe if they're occupied there…for instance, if the city has Code Enforcement go down to a foreclosed property but there's an occupant there, their grass is overgrown, the city sites that owner of the house, the city doesn't site the mortgage company, correct?

Mr. Forte stated at that time.

Commissioner Via asked so then why does the city need to have the mortgage company on file for that because the intent of this is to find who is liable for that.

Attorney Simpson stated but the city is also putting a burden, this Code also puts a burden on the mortgage company to maintain the property. So if it's not maintained, the city can code site the mortgage company.

Commissioner Via asked so from now on the city wouldn't site that person living there?

Attorney Simpson and Mr. Forte stated they both would get notified.

Attorney Simpson stated understand, a lot of the reasons this came up, not here per say but this has been going on for a while with the mortgage melt down and everything, is the occupants weren't the owners. The occupants were squatters. They had no legal right to be there but no one really cared or somebody would go in and they would do 100% financing and then get upside down because the property went down.

Mr. Forte stated but there are instances where an owner occupied property.

Attorney Simpson stated and it goes into foreclosure and that's one of the changes…he actually curtailed this ordinance when it was initially given to the city because it started with a default and he was like, well, a lot of people go into default but the bank doesn't start foreclosure so staff narrowed it down to when there was a pending foreclosure action. Commissioner Via's example, the situations Attorney Simpson has been involved with, as an attorney, most people do their refinancing before the foreclosure action starts. The city is talking about it's only registerable when the notice of foreclosure is pending and foreclosure has started. The problem that caused this type of ordinance to come into existence is the time between default and foreclosure was getting very long. Banks were not proceeding with foreclosure for various reasons, a lot of banking regulations impacted that. So, the intent of this ordinance is to say,

we've got to come to grips with these types of properties and this is one of those tools to try and try to make the banks more responsible. Really for reasons, he thinks, that it was very difficult to prove a default if the bank didn't actually record something, started something and then secondly, the city does have…he's seen, he's done some research and there's some cases where people have raised questions about fair debt collection and requiring people to register information in a public registry, there's confidentially requirements in Fair Debt Collection Act but once they file a foreclosure suit, they've made it public anyway. So, that made him feel a little bit more comfortable.

Commissioner Via stated it does reference default properties many times in here. So, are they only speaking about when it's foreclosed?

Attorney Simpson stated yes, when it's foreclosed.

Commissioner Via stated because it says here, "the opportunity to register default properties and owners to register vacant property." So, it will allow the mortgagees the opportunity to register the default properties.

Attorney Simpson stated, right. Default is defined. *"**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."* So, default has been defined by, staff narrowed it down that it has to say foreclosed.

Commissioner Via stated, okay.

Attorney Simpson stated but everything Commissioner Via said is absolutely true about, as worded. Attorney Simpson stated his concern was a strip center has a vacant unit and they put a For Lease sign up, does that…that could fall, he's thinking commercial more than residential, that technically could fall under this. Mr. Forte and myself talked about that and that's when they thought taking that language out and taking out language…he's a little concerned now after he said the word abandoned just because in the title of their ordinance they use the word vacant so they probably need to continue with that word vacant because they would have to change the title and redo the notice again if they are going to proceed with adoption tonight but they can define vacant to mean abandoned property with evidence of abandonment being these things.

Mr. Forte stated he doesn't want to limit it to just abandonment because there are many vacant properties that are not abandoned, they're just not cared for.

Attorney Simpson stated it's how they define abandon. One of the problems with abandoned it goes to intent but if they define it with these things in here like high grass, utilities shut off…

Mr. Forte asked can they say evidence of vacant/abandoned property?

Attorney Simpson stated, yes.

Mr. Forte asked and leave them both in there?

Attorney Simpson stated, yes.

Mayor Penny stated it sounds like they are making a lot of changes here on the fly. Should they pull this until a time certain and then rework it? It might not need a workshop but the Commission can at least digest all of what they are talking about right here. Does that make sense?

Commissioner Via stated he completely agrees because there are a couple of other things that he believes the Commission should look into. His question too, when it goes to that **"Registerable Property",** under *"(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."* Does the definition of cancellation of utility, does that mean someone is late on paying their utility and it gets shut off?

Mr. Forte stated if they change it to "your utilities are off for"…the Commission picks the months; six months, nine months, twelve months.

Commissioner Via stated they're saying utilities as well. Okay.

Mr. Forte stated, utilities. If someone turns the water off just because somebody is moving that doesn't qualify but if the water isn't turned on for six months or nine months, whatever time frame the Commission thinks is necessary, that property is basically vacant. Mr. Forte stated we have a problem in this city. Unless we start putting the tools in place, we will always have this problem in this city and our reputation will continue to be what it is.

Commissioner Via stated he agrees with the intent in what they are trying to do and it can be another tool for their Code Enforcement. The last thing that he wanted to ask was is it clear that the foreclosed properties with the occupants in it, the way that it is written, that charge would go to the mortgage company or would it be on the occupant there that's in foreclosure?

Attorney Simpson stated it would be on the mortgage company. Now, that does not mean that the mortgage company wouldn't pass that through to the owner.

Commissioner Via stated but a lot of people go into foreclosure and they end up working out a deal with their house again, a lot.

Commissioner Byrnes stated he's only heard that they go into default and then work out a deal. Usually, by the time it gets to foreclosure…

Commissioner Via stated, no because they're talking about a foreclosure action. They can start that and they can still negotiate with them to do that.

Attorney Simpson asked what is the…and this is for everyone, what is it they don't want to fall within the requirements of this registration? Snowbirds, they are clear on that. So, if somebody is maintaining their property who goes back up north for the summer, they may turn the water off but they have someone who comes by and mows the grass…

Commissioner Danio stated they shouldn't be penalized.

Attorney Simpson stated they can word it in a way to carve them out. He thinks the strip center business that is actively marketed, as Mr. Forte and himself have talked about, or house, that is actively marketed, they have a realtor to contact. They have a contact person. Those can be not be included within this registration requirement, that's assuming they don't go into foreclosure. He's talking about just vacant properties. Foreclosures is a different issue. Everybody who goes into foreclosure. Are there any other properties the Commission wants to make sure do not fall under this?

Commissioner Via stated just to make it a point, the default properties, even though they think it's in there.

Attorney Simpson stated yes, that's in there.

Commissioner Via stated basically, he's looking at this, he would like to be able to register the zombie properties only.

Mr. Forte stated they can't do that.

Commissioner Via stated he knows and that's what they're writing. He's just saying that's what he thinks the Commission's intent is.

Commissioner Byrnes stated when they look at the list of things in the definition of "evidence of vacancy", when they look at the things that are listed there, any property that has that stuff has a problem and should be registered. If it's chronic and they're not fixing it then that's what he is looking at. He doesn't think that the other properties that they are talking about, the snowbirds are not going to go off and leave their property unmowed for six months; they're going to have a lawn service come in once a week. They will have somebody check their pool, they will have the newspapers turned off. He doesn't see a problem if they are using those as a definition.

Attorney Simpson stated he just wants to make sure they are saying the same thing. They are dealing with two issues. One is the vacant/abandoned property and one is foreclosed property. Foreclosed property, when it goes into foreclosure, regardless of whether somebody is there or not, they have to register to the bank. That's the city's contact with the bank. On vacant/abandoned property, they have a piece of property that has all those things but if somebody is living there, it's not vacant so they won't have to register.

Commissioner Byrnes stated but if somebody is living there as a squatter…

Attorney Simpson stated that's not an easy thing to deal with. He's just saying, if there's evidence of people living in there, the city has other Code Enforcement remedies that they have to deal with but he thinks they would be stretching it to say, "you have to register this vacant property even though you're living there." He doesn't think they will be able to do that. So, the intent is, he thinks the intent is, they want somebody to be able to contact to say, "you need to maintain this property" and it may not always be the owner. If the owner is out of state, the city's resource is the Property Appraisers website, it can be an incorporation, all kinds of things. The city wants to have a name of a property manager if either they are in foreclosure or the property is vacant and that's kind of the evidence the city looks for in this ordinance and they can tweak it but that's kind of the evidence that would indicate that this property has been vacated and abandoned but if somebody is living there, in his opinion, it falls right out of the vacancy registry.

Commissioner Danio stated the end result would be the same.

Commissioner Byrnes stated, yes.

Attorney Simpson stated it's a different Code Enforcement.

Commissioner Currie stated first of all, she has to disagree, Commissioner Via, it is not the intent, at least with her, to only do zombie properties. She agrees with what they have here. She would like to see the change in the time frame that they spoke about.

Mr. Forte stated he thinks that addresses a lot of the concerns.

Commissioner Currie stated, yes. As far as anything else, this is a several part process as Mr. Forte has said. They've talked about this for a very long time. They've talked about this before

some of the current Commissioners were elected, as far as Code Enforcement is concerned. She has always stated from the very day she got elected in 2012, Code Enforcement was a big thing for her. Being able to listen to their business owners, their constituents, that they have problem with a lot of these concerns within the city. The horrible names that they have out there, a lot of times that are stigma names, that the city is trying to improve constantly. She has heard a lot of positive about the city out there from a lot of people and it pleases her but she thinks they can gain a lot more positive to continue to move forward with action such as this because cleaning up their city is going to be a big part of that. Code Enforcement is tough decisions but tough decisions have to be made when they need to clean up their city and people are letting their properties go with different items such as this. She is in favor of this and she doesn't mind putting a motion on the table to increase the time frame to nine months for the utilities.

Mr. Forte stated if they go in that direction talking about the utilities and then removing properties that are actively listed for lease or for sale, if they take that out.

Commissioner Currie stated and exactly what Mr. Forte just stated.

Commissioner Byrnes stated just putting a sign on the property that says For Sale, is not considered…

Mr. Forte stated actively for sale or for lease, which means it has to be active with a realtor.

Commissioner Byrnes stated it has to have a realtor attached to it.

Commissioner Via asked is there any rush to do this tonight? Can they do this at the next meeting?

Mr. Forte stated they can do it whenever they want. There's no rush.

Commissioner Via stated, thank you. He just wanted to make it clear.

Mayor Penny opened public participation. Keep in mind that he is leaning towards the inclination of bringing this back in two weeks for the final version. He's hoping they don't take action on this tonight.

Roland Via, former mayor of Holly Hill, 534 Eagle Drive, Holly Hill, stated he thinks that's very wise. Mr. Via stated incorrect about only through licensed realtors. There's a lot of For Sale By Owners.

Mr. Forte stated they were just talking about that. As long as they do a For Sale By Owner, that is done through a For Sale By Owner methodology not that somebody puts a little sign on a tree and it's for sale.

Mr. Via stated, exactly. One component of this as he read through the agenda, there is a registration fee of $300.00 on this because they're going through a specific company that charges the city half that money to identify what that address is, if they already know what the problem address is, are they only trying to find out what bank owns the properties so that the city can lien against that property because the city does that now. If they don't cut their grass, the city liens the property, when it is sold the city gets its money back, supposedly and sometimes all of it.

Mr. Forte stated or none of it.

Mayor Penny stated usually, the city gets none of it.

Mr. Via stated especially, if they forgive it. There is a cost in doing this, which could be burdensome. Any fee or permit or whatever by any other name is a tax. He just wants to bring that to the Commissioners attention. Wise on the workshop.

Mayor Penny closed public participation.

Mayor Penny stated he thinks the appropriate thing to do is entertain a motion to table this to a time certain of the next City Commission meeting, which will be March 27, 2018.

Mr. Forte stated they can't do that because then they don't have time to workshop it.

Mayor Penny stated he doesn't think they need a workshop.

Mr. Forte asked then why are they tabling it?

Mayor Penny stated he wants to be able to read all of the adjustments that they were talking about.

Commissioner Via stated he thinks that's prudent as well.

Mr. Forte asked so they're going to be back here in two weeks debating the same things? Just because they read it doesn't mean they're going to have the answers unless the Commissioners are going to do this again in two weeks.

Attorney Simpson stated they want to see the rewrite of what they talked about.

Mayor Penny stated, right. He just wants to see the rewrite.

Mr. Forte stated so far he's only seeing two things. Adding nine months to the utilities being turned off and removing the reference to the real estates for sale.

Commissioner Via stated it would also allow the Commissioners…

Attorney Simpson stated he has a relatively, descent sense of what all of the Commissioners are looking for because they can also put in there what's not included. It's not intended to cover these things and come back with something a little more narrow if the Commission wants. Mr. Forte hit on the main things but they can redo it again to make sure there's…

Mayor Penny stated it's a complicated issue and he just doesn't want them to have any unintended consequences. They all agree there's a problem and they need to do something about it. He just doesn't want to get the wrong person in the net.

Mr. Forte stated there's no rush to getting it done.

Commissioner Danio stated he thinks everybody would feel better.

Mr. Forte stated he just doesn't want to bring it back if a workshop is needed then they'll do a workshop. If a workshop is not needed then they'll do it at the next meeting.

Mayor Penny asked the Commissioner if they want to workshop it at the next meeting and then vote on it April 10th?

Commissioner Via stated he's fine either way because he thinks if they get back what they have written and then they have time to review it more and to be honest, he wants more time to review it.

Commissioner Currie made a motion to bring it back Ordinance 3000 for the changes discussed tonight at the March 27, 2018 at 7:00 PM in the Commission Chambers, seconded by Commissioner Via.

Passed, 5-0, unanimously.

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 NO. 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.

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 certain 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 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 certain vacant structures, even with a diligent off-site property Owner. Certain 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 for a period of at least 6 continuous months; no current Business Tax Receipt; 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 land 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, administratix, 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 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, and is subject to an ongoing Foreclosure Action, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. 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, based on the definition of evidence of vacancy above. 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 until the property no longer qualifies as Registrable Property. 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 as shown by Evidence of Vacancy. Vacant property does not include property owned by a part-time resident who disconnects Utility Service when the property is vacated as long as none of the other listed items above exists and property that is actively being sold by a licensed realtor or through a "buy owner" advertising program (just placing a for sale sign on the property is insufficient). A property that is legally occupied by the owner or tenant shall not be considered vacant.

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/Vacant Land 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 meeting the definition of Vacant. 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 and/or Owner, the mailing address of the Mortgagee and/or Owner, e-mail

address, telephone number and name of the Owner, and 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/Vacant Land 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 and/or Owner 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 and Owner'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) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(j) 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.

(k) 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.

(l) 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.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

APPROVED AND AUTHENTICATED on this 27th day of MARCH, 2018 for second and final reading.

ORDINANCE NO.

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 THE HOLLY HILL; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; 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 certain 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,

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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 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 certain vacant structures, even with a diligent off-site property Owner. Certain 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

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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 <u>for a period of at least 6 continuous months</u>; 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

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

doors, windows or other openings in violation of applicable code. ~~Vacant property does not include property owned by a part-time resident who disconnects Utility Service when the property is vacated as long as none of the other listed items above exists and property that is actively being sold by a licensed realtor or through a "buy-owner" advertising program (just placing a for-sale sign on the property is insufficient). A property that is legally occupied by the owner or tenant shall not be considered vacant.~~

Commented [LS1]: I would recommend moving this to the Va definition

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 land 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.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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, administratix, 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 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, and is subject to an ongoing Foreclosure Action, or has been the subject

Commented [LS2]: A bank own
property (REO) may argue that th
mortgage is no longer in default,
they are not required to register.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. 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, based on the definition of evidence of vacancy above. ~~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 until the property no longer qualifies as Registrable Property. 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 as shown by ~~meets at least two of the listed items of the~~ Evidence of Vacancy ~~identified above~~. Vacant property does not include property owned by a part-time resident who disconnects Utility Service when the property is vacated as long as none of the other listed items above exists and property that is actively being sold by a licensed realtor or through a "buy owner"

Commented [LS3]: As we discus "at least two items" may limit vac property registration requirements suggest this wording, with the vac exclusions added in the Evidence Vacancy definition moved to the Vacant definition

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

advertising program (just placing a for sale sign on the property is insufficient). A property that is legally occupied by the owner or tenant shall not be considered vacant.

~~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/Vacant Land 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

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

(10) days of the property meeting the definition of Vacant. ~~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 and/or Owner, the mailing address of the Mortgagee and/or Owner, e-mail address, telephone number and name of the Owner, and 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/Vacant Land 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 and/or Owner 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

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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 and Owner'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.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

(i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

~~(h)~~(j) 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.

~~(i)~~(k) 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.

~~(j)~~(l) 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.

Formatted: Line spacing: Doubl

Commented [LS4]: I believe this is a clearer cut REO (bank owned) registration requirement

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

(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.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

(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 _____.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

(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.

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

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.

Section 5. That this Ordinance shall be posted at City Hall as required by law.

The within and foregoing Ordinance was introduced and read on first reading before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in Commission Chambers at City Hall on the ____ day of _____, A.D. 2018.

It was moved by Commissioner _____ and seconded by Commissioner _____ that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor John Penny _____

Commissioner Arthur J. Byrnes _____

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

Commissioner Penny Currie _____

Commissioner John C. Danio _____

Commissioner Chris Via _____

The within and foregoing Ordinance was introduced and read on the second reading before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in Commission Chambers at City Hall on the ___ day of _____, A.D. 2018.

It was moved by Commissioner _____ and seconded by Commissioner that said Ordinance be adopted. A roll call vote of the Commission held on said motion to adopt the Ordinance resulted as follows:

Mayor John Penny _____

Commissioner Arthur J. Byrnes _____

Commissioner Penny Currie _____

Commissioner John C. Danio _____

Commissioner Chris Via _____

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the official seal of said City to be affixed, all at City Hall in the City of Holly Hill, this ___ day of _____, A.D. 2018, for the purpose of authenticity as is required by law.

CITY OF HOLLY HILL, FLORIDA

_____

John Penny, MAYOR

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

ATTEST:

_____
CITY MANAGER

Approved as to form and legality:

_____
CITY ATTORNEY

Attachment: Foreclosurer Registry redline (1912 : Foreclosure Registry Ordinance)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **March 27, 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 received a letter (attached to this agenda item) from the President of the Holly Hill Chamber of Commerce indicating the support of the Board of Directors as well as the Chamber membership to place the four year staggered terms on the next referendum. The ordinance prepared would allow an opportunity for the voters of Holly Hill to decide if they would like to have all elected offices on four year terms maintaining a two term limit for the Mayor's seat. If approved, this change would take place at the 2020 election cycle.

The City Attorney has prepared an ordinance with 2 proposed amendments to the City's Charter which, if approved by the City Commission, 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.

ATTACHMENTS:

- Chamber support letter (PDF)

HISTORY:

03/13/18 City Commission PULLED FROM AGENDA BY CM FOR A FUTURE MEETING DATE
Next: 03/27/18

Pulled at the beginning of the meeting by the City Manager.

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 27th day of MARCH, 2018 for first reading.

Holly Hill
CHAMBER OF COMMERCE

March 21, 2018

Members of the Holly Hill City Commission
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Esteemed Members of the Holly Hill City Commission,

On behalf of the Board of Directors and Members of the Holly Hill Chamber of Commerce, I am contacting you to request a City Charter Amendment that increases the length of the term of office for the Mayor and Commissioners of Holly Hill from two years to four years. This is critical to our continued economic development progress.

We have recently created an Economic Development Committee that expects to serve as "ambassadors" to help encourage businesses to locate and/or grow in Holly Hill.

One of the barriers that we have found is that businesses are wary of the short lengths of term for our elected officials. For those businesses, it is important that they have continuity in their dealings with City government.

We would like to extend our support for changing the length of terms for the office of Mayor and City Commissioners to a four-year term. This will provide the stability that we need to move forward with our plans to hold serious discussions with prospective businesses.

Please feel free to contact me with any questions that you have.

Sincerely,

Jeannette A. Duerr, APR
President, Holly Hill Chamber of Commerce

JAD/hs

Attachment: Chamber support letter (1899 : Establishing the Ballot Questions for Changes to the City Charter)

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 03/27/18 07:00 PM
Department: City Manager
Category: City Manager Comments
Prepared By: Joseph A. Forte
Initiator: Joseph A. Forte
Sponsors: City Manager Joseph A. Forte
DOC ID: 1971

CITY MANAGER COMMENTS (ID # 1971)

Request Authorization to Negotiate Sale of Property Received from Volusia County on a Tax Sale

The City Manager is seeking direction from the Commission to negotiate a sale of property received from Volusia County from a tax sale. Special conditions exist. The Property Appraiser has the land valued at $5,500.00. There is limited access to the property and serves to benefit only a few adjoining property owners.

Volusia County
FLORIDA
County Manager

JASON P. DAVIS
COUNTY CHAIR

PAT PATTERSON
VICE-CHAIR
DISTRICT 1

JOYCE M. CUSACK
AT-LARGE

JOSHUA J. WAGNER
DISTRICT 2

DEBORAH DENYS
DISTRICT 3

DOUG DANIELS
DISTRICT 4

FRED LOWRY
DISTRICT 5

JAMES T. DINNEEN
COUNTY MANAGER

June 8, 2016

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117-2898

Dear Mr. Forte,

Pursuant to Florida Statutes, section §197.592 (3), all property located in a municipality which has been acquired by any county due to delinquent taxes (escheated) shall be conveyed to the governing body of that municipality. Volusia County has reviewed all tax escheated property within the City of Holly Hill, and has determined that the property has no current or future statutorily prescribed use. Consequently, the county has executed and recorded a county deed conveying the property to the city.

Attached is a copy of the county deed.

Sincerely,

James T. Dinneen
Volusia County Manager

cc: Jamie E. Seaman, Deputy County Attorney

123 West Indiana Avenue, Room 301 • DeLand, FL 32720-4612
Tel: 386-740-5133 • FAX: 386-943-7020
www.volusia.org

Attachment: Parcel 4242-36-03-0220 (1971 : Request Authorization to Negotiate Sale of Property Received from Volusia COunty on a Tax Sale)

4242-36-03-0220 KANSAS ST HOLLY HILL 3

Legal Description
LOT 22 BLK 3 GOLF CLUB ESTS MB 26 PG 79 PER OR 1831 PG 1895 PER OR 5824 PGS 0904-0905 PER OR 7009 PGS 3118-3119

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
7009 3118	07/2014	Tax Deed	Unqualified Sale	No	10(

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
2015	4,800	0	0	4,800	4,800	4,800	4,800	0	0	(
2014	4,810	0	0	4,810	4,810	4,810	4,810	0	0	(

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
8086	VAC GOV - COUNTY	80.0	100.0	1.00	LOT	4800.00	100	100	100	100	4,80(

Neighborhood 3950 GOLF CLUB ESTS MB/26 PG 79

Total Land Classified (
Total Land Just 4,800

Attachment: Parcel 4242-36-03-0220 (1971 : Request Authorization to Negotiate Sale of Property Received from Volusia COunty on a Tax Sale)

Attachment: Parcel 4242-36-03-0220 (1971 : Request Authorization to Negotiate Sale of Property Received from Volusia COunty on a Tax Sale)