

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 28, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATIONS

- 1. Proclamation - Water Conservation Month - April 2017
(Requested by Valerie Manning, City Clerk)
- 2. Resolution Cynthia A. "Cindy" Mitchell Retirement - 35 Years of Service
(Requested by Kurt Swartzlander, Finance)

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

- 1. Resolution 2017-R-25 A Resolution of the City of Holly Hill, Community Redevelopment Agency, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)

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

- 1. Minutes - February 28, 2017 - Regular City Commission & CRA Meeting / March 14, 2017 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 2)

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. RFP for Compensation and Classification Study
(Requested by Kurt Swartzlander, Finance)
- 2. Special Law Enforcement Trust Fund Expenditure - Florida FBI NAA Training
(Requested by Steve Aldrich, Police)

9. REGULAR AGENDA

1. Resolution Resolution 2017-R-26 A Resolution of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)
2. Resolution Resolution 2017-R-27 A Resolution of the City of Holly Hill, Florida, Approving the Submittal of an Application to the Volusia Transportation Planning Organization (TPO) for XU Bicycle/Pedestrian Funding for the Center Avenue Phase 1 Sidewalk Project; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)
3. Resolution Resolution 2017-R-28 A Resolution of the City of Holly Hill, Florida, Approving the Submittal of an Application to the Volusia Transportation Planning Organization (TPO) for XU Bicycle/Pedestrian Funding for 15Th Street Sidewalk Project; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)

10. PUBLIC HEARINGS

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

1. Ordinance Ordinance 2992 An Ordinance of the City of Holly Hill, Florida, Approving the Sixth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)
2. Ordinance Ordinance 2987 An Ordinance of the City of Holly Hill, Florida, Amending Section 82-322 (Evaluation of Request for Accommodation Pursuant to the Fair Housing Act) of the City of Holly Hill Code of Ordinance to Incorporate Recent Changes in Federal Law Regarding the Review and Approval of Group Homes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)

3. Ordinance Ordinance 2988 An Ordinance of the City of Holly Hill, Florida, Adopting a Twelve (12) Month Moratorium on the Approval of Any Development Order or Issuance of Any Business Tax Receipt for the Growing, Processing, Manufacturing, Distribution, Dispensing and Selling of Medical Cannabis Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

4. Ordinance Ordinance 2989 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from City of Holly Hill R-7 Medium Density Multi-Family Residential to City of Holly Hill R-3 Medium Density Single-Family; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

5. Ordinance Ordinance 2990 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Rezoning the Parcels Described in Exhibit "A" to City of Holly Hill CC-1 Commercial Corridor; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

6. Ordinance Ordinance 2991 An Ordinance of the City of Holly Hill, Florida, Approving the Fountainhead Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

11. COMMUNICATIONS

A. City Manager and Staff Comments

1. Volusia County Mosquito Division - Spraying in COHH

(Requested by Valerie Manning, City Clerk)

B. City Attorney Comments

C. Mayor's Comments

D. City Commission Comments

12. ADJOURNMENT

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

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



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



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

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

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1611)**

Meeting: 03/28/17 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1611

Proclamation - Water Conservation Month - April 2017



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 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, 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 make a difference when it comes to conserving water; and

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

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 2017 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 28th day of March, 2017.

City of Holly Hill, Florida

John Penny, Mayor



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

**City Commission
Resolution**

MEETING DATE: March 28, 2017
FROM: Kurt Swartzlander
SUBJECT: Cynthia A. "Cindy" Mitchell Retirement - 35 Years of Service
NUMBER: (ID # 1622)
APPLICANT:
PLANNER:

Purpose:

To publicly recognize Cynthia A. "Cindy" Mitchell for her 35 years of service to the City and citizens of Holly Hill.

ATTACHMENTS:

- Presentation - Resolution for Cindy Mitchell Retirement - 35 years of Service (PDF)

Resolution No. (ID # 1622)**CYNTHIA A. "CINDY" MITCHELL RETIREMENT - 35 YEARS OF SERVICE**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RECOGNIZING CYNTHIA A. "CINDY" MITCHELL FOR HER 35 YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.

WHEREAS, Cynthia A. "Cindy" Mitchell began her career with the City of Holly Hill on May 3, 1982 as a Secretary I in the City Manager's office; and

WHEREAS, Cindy left the City Manager's office to accept a promotion to the position of cashier in the Office of the City Clerk on November 18, 1982; and

WHEREAS, Cindy continued to expand her responsibilities with a promotion to the position of Computer Operator I on June 19, 1985 which was later re-titled Customer Service Clerk; and

WHEREAS, On, May 28, 1998 Cindy was promoted to Accounting Clerk II; and

WHEREAS, On, May 17, 2002 Cindy was promoted to Accounting Clerk III and has worked in this role ever since; and

WHEREAS, Cindy is respected by the City of Holly Hill staff and its citizens for her belief that every person is important and has something to offer for the good of all; and

WHEREAS, Cindy has proven to be a dependable employee, dedicated worker and diligent protector of the city's assets.

NOW, THEREFORE BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF CYNTHIA A. "CINDY" MITCHELL FOR HER 35 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 28TH DAY OF MARCH, 2017.

City of Holly Hill, FL

John Penny, Mayor

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING CYNTHIA A. “CINDY”
MITCHELL FOR HER 35 YEARS OF SERVICE TO THE
CITY OF HOLLY HILL AND ITS CITIZENS.**

WHEREAS, Cynthia A. “Cindy” Mitchell began her career with the City of Holly Hill on May 3, 1982 as a Secretary I in the City Manager’s office; and

WHEREAS, Cindy left the City Manager’s office to accept a promotion to the position of cashier in the Office of the City Clerk on November 18, 1982; and

WHEREAS, Cindy continued to expand her responsibilities with a promotion to the position of Computer Operator I on June 19, 1985 which was later re-titled Customer Service Clerk; and

WHEREAS, On, May 28, 1998 Cindy was promoted to Accounting Clerk II; and

WHEREAS, On, May 17, 2002 Cindy was promoted to Accounting Clerk III and has worked in this role ever since; and

WHEREAS, Cindy is respected by the City of Holly Hill staff and its citizens for her belief that every person is important and has something to offer for the good of all; and

WHEREAS, Cindy has proven to be a dependable employee, dedicated worker and diligent protector of the city’s assets.

NOW, THEREFORE BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF CYNTHIA A. “CINDY” MITCHELL FOR HER 35 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 28TH DAY OF MARCH, 2017.

City of Holly Hill, FL

John Penny, Mayor



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

**City Commission
CRA Resolution**

MEETING DATE: March 28, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-25 A Resolution of the City of Holly Hill,
Community Redevelopment Agency, Florida, Approving the
Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill,
Florida.
NUMBER: (ID # 1624)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission and the Board of Directors of the Holly Hill Community Redevelopment Agency approved the sale of the property at 1200 Center Ave on January 24, 2017. The attached Purchase and Sale agreement has some amendments from the previous approved agreement specifically changing Section 18. Additional Terms.

This Resolution is being presented for consideration of the amended agreement.

FISCAL ANALYSIS:

Included in the previously approved incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign the agreement to sell approximately 9.42 acres of the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in Section 18 of the Agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2017-R-25, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SALE OF THE PROPERTY.

ATTACHMENTS:

- Vacant Land Contract - Sale & Purchase (PDF)

CRA Resolution No. (ID # 1624)**RESOLUTION 2017-R-25 A RESOLUTION OF THE CITY OF HOLLY HILL, COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2017-R-25**

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

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

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

WHEREAS, the City Commission and the Community Redevelopment Agency had approved a purchase and sale agreement with Synergy Billing on September 22, 2015, which expired and again on January 24, 2017 which is in need of amending; and

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

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

SECTION 1. The City of Holly Hill, Community Redevelopment Agency, hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 to include the amendment to Section 18, Additional terms, and authorizes the City Manager to execute a purchase and sale agreement.

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

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

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

APPROVED AND AUTHENTICATED on this 28th day MARCH, 2017.

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

**PARTIES AND DESCRIPTION OF PROPERTY**

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

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

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

all contents in the structures.

PRICE AND FINANCING

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

(a) \$ 50,000.00 Deposit received (checks are subject to clearance) see additional terms, _____ by
 _____ for Jeffery C. Sweet Trust Account ("Escrow Agent")
 Signature Name of Company

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

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

(d) \$ _____ Other: _____

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

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

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

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

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

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

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

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

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

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

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

CLOSING

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

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

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

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

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

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

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

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

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

PROPERTY CONDITION

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

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

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

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

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

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

4.1.a

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

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

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

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

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

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

TITLE

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

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

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

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

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

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

4.1.a

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

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

MISCELLANEOUS

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

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

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

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

DEFAULT AND DISPUTE RESOLUTION

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

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

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

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

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

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

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

ESCROW AGENT AND BROKER

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

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

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

Real Estate Licensee

Real Estate Licensee

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

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

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its February 22, 2017 special meeting and approved by the City Commission no later than March 28, 2017. If any one of the above dates is not met, either party has the right to terminate this Contract.

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

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

-Prior to the closing Buyer must submit evidence satisfactory to the City of financing sufficient to complete all of Phase I as identified in the MPUD rezoning with an estimated cost of \$5,000,000.00, which shall be adjusted to reflect projected construction costs once engineered constructions plans are finalized. Financing shall consist of cash and/or a loan commitment(s).

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

96* -The deposit shall be paid as follows: \$10,000 shall be paid to the escrow agent within 3 days of execution
 97* of this Agreement buy the Buyer. The Buyer shall deposit an additional \$15,000 on March 29, 2017.
 98* The final deposit of \$25,000 shall be deposited by May 31, 2017. The escrow agent shall
 299* be Jeffrey C. Sweet and deposit checks shall be payable to Jeffrey C. Sweet Trust
 300* Account. Buyer shall have until March 28, 2017 to perform all necessary due diligence and feasibility study as
 301* provided to in Paragraph 6(c)(1) above.

302*
 303*
 304*
 305*
 306*
 307*
 308*
 309*
 310*
 311*
 312*
 313*
 314*
 315*
 316*
 317*
 318*
 319*
 320*
 321*

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

323 OFFER AND ACCEPTANCE

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

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

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

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

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

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

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

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

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.



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

**City Commission
Agenda Item**

MEETING DATE: March 28, 2017
FROM: Valerie Manning
SUBJECT: Minutes - February 28, 2017 - Regular City Commission & CRA
Meeting / March 14, 2017 - Regular City Commission & CRA
Meeting
NUMBER: (ID # 1621)
APPLICANT:
PLANNER:

DISCUSSION:

Approve the February 28th minutes & March 14th minutes.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - February 28, 2017 - Regular City Commission & CRA meeting (PDF)
- Minutes - March 14, 2017 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 28, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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 Danio led the invocation.

C. Pledge of Allegiance to the Flag

Commissioner Danio led the Pledge of Allegiance to the Flag.

Following the pledge, the Mayor read into the record a Proclamation in honor of the UBIC Lady RAMS basketball State Champions:

**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
UNITED BRETHREN IN CHRIST
LADY RAMS BASKETBALL TEAM ~ STATE CHAMPIONSHIP WINNERS
FRIDAY, FEBRUARY 24, 2017**

WHEREAS, UBIC Academy was founded in November of 2011 and the Lady RAMS basketball team was founded two years later in November 2013; and

WHEREAS, The Lady RAMS played their first basketball game on December 13, 2013. At that time none of the girls on the team had ever played on a basketball team before; and

WHEREAS, That first season they came in last place in their district and only had won one game by only one point. The girls worked very hard and the very next season the girls placed second in Districts and were invited to the State tournament and placed second at States. They went from only one win their first season to being one win away from being our divisions State champs; and

WHEREAS, The Lady RAMS third season had similar success to their second season, placing second in Districts and also second at States. This season was the Lady RAMS fourth season as a team and all of the starting 5 girls had been a part of the team since the beginning in 2013; and

WHEREAS, This year they came in first place at Districts with a perfect undefeated season and won the State Championship game, with a score of **66-63**, on **Friday, February 24, 2017** at 4:30 PM in Live Oak, Florida. The team is led by Head Coach Pastor Joshua McKeown and Assistant Coach Ricky Weber; and

WHEREAS, the City of Holly Hill congratulates the following **Lady RAMS Basketball** team:

#1 Brianna Zalewski
#30 Adrianna Zalewski
#5 Callie McKeown
#15 Hannah McKeown
#12 Rayah Pittman
#21 Angela Bell
#53 Jennifer Waterman
#33 D'Nyyah Sippio
#22 Zoe VanZile
#24 Bree Fox

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 Lady RAMS Basketball Team for their undefeated State Championship Game held on Friday, February 24, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 28th day of February, 2017.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1.

Resolution 2017-R-19 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Carter Electric to Bury Overhead Utilities in Accordance with Sealed Bid #13 St 03 Phase III on US1 from Mason Avenue to Walker Street; and Providing Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

Mr. Forte stated he knows that the city's engineer is in the audience and as of tonight they haven't received any additional information. So, at this time, he would like to go ahead, unless the engineer tells him otherwise, withdraw the contract with Carter Electric for the Overhead to Underground Primary Relocate project. This item is both on the CRA agenda and under the regular agenda. Mr. Forte stated the reason for this is he needs clarification on the lane pole mile that is being converted because the city will receive a 25% discount if they have three lane pole miles that are included in the conversion and right now, he believes it's coming back at 2.75. He needs to make sure they have those figures accurate and correct and if they are short a quarter mile, he would like to come back with an alternative for the Commission, whether that alternative is to project the project to go further north or if it's more cost effective to bring it around south towards Riverside but he doesn't want to give up the opportunity to earn that 25% rather than 10%. The other option is and it's part of what the engineer is trying to get some clarification on, is if they do this in a phased approach, this has always been considered Phase 1, are they going to be restricted from that 25% discount if they are planning a Phase 2 and what time period does the city have to complete that in order to get that discount. At this time, he is going to request that the Commission pull those two items.



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Rita Scheeler, 1320 Woodward Avenue, Holly Hill; Mike Gleason, 820 Riverside Drive, Holly Hill; Jim Schultz, 117 Herbert Drive, Ormond Beach; Jim Cameron, Senior Vice-President of Government Relations of the Daytona Regional Chamber of Commerce.

6. APPROVAL OF MINUTES

1.

Minutes - February 14, 2017 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

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 28th day of February, 2017, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Penny asked if any member of the Commission would like to pull an item from the Consent Agenda for further discussion and if any member of the audience would like to discuss any item on the Consent Agenda. No one from the audience spoke.

Mr. Forte asked if Resolution 2017-R-21 be pulled for discussion. He is looking for a separate motion and for that motion to say authorizing the Mayor to sign the agreement. We put this agenda item in before we had the agreement in hand and it requires the Mayor to sign it.

*Commissioner Via made a motion to **APPROVE AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**, seconded by Commissioner Danio.*

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

1. Resolution

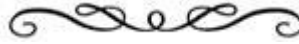
Resolution 2017-R-20 a Resolution of the City of Holly Hill, Florida, Adopting the Volusia County Transportation Planning Organization's (TPO) Transportation Impact Analysis (TIA) Methodology; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

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

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

RESOLUTION

Enacted and approved this 28th day of February, 2017, in Holly Hill



2. Resolution

Resolution 2017-R-21 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2016-2017 Police Department Grant Fund Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

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

RESOLUTION

Enacted and approved this 28th day of February, 2017, in Holly Hill



3.

Memorandum of Understanding (MOU) Between the VCSO and the HHPD - Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender, Felon Compliance Registration

(Requested by Steve Aldrich, Police)

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

Enacted and approved this 28th day of February, 2017, in Holly Hill



4.

Xcel Wealth Management - Lease at the Market
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 28th day of February, 2017, in Holly Hill



5.

Proposed Finance Department Restructuring
(Requested by Kurt Swartzlander, Finance)

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

Enacted and approved this 28th day of February, 2017, in Holly Hill



8. REGULAR AGENDA

1. Ordinance

Ordinance 2992 An Ordinance of the City of Holly Hill, Florida, Approving the Sixth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Mayor Penny stated he would like to about the Regular Agenda. Item 7 is the amendment to the Marina Grande PUD and there was an error, the Commission approved this as a Resolution and it actually should have been approved as an Ordinance. So, seeing no objections, somehow they got put last on the agenda and he thinks it's the city's mistake so he would like to move them to number one to consider their item and then continue the rest of the meeting.

Mayor Penny opened public participation.

Jim Legary, 342 Burleigh Avenue, Holly Hill stated when he saw that this was back on the agenda he was hoping that perhaps they could get some participation from some of the other citizens. They were here several times and he was hoping perhaps many of those citizens would come and participant.

Commissioner Currie stated Mr. Legary, they were actually here last meeting.

Mr. Legary stated he understands that. He was hoping they would have come tonight.

Mayor Penny closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



2. Resolution

Resolution 2017-R-22 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Carter Electric to Bury Overhead Utilities in Accordance with Sealed Bid #13 St 03 Phase III on US1 from Mason Avenue to Walker Street; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Not discussed. (See Mr. Forte's comments at the beginning of the meeting)

RESULT:	WITHDRAWN FROM MEETING
----------------	-------------------------------



3. Ordinance

Ordinance 2987 An Ordinance of the City of Holly Hill, Florida, Amending Section 82-322 (Evaluation of Request for Accommodation Pursuant to the Fair Housing Act) of the City of Holly Hill Code of Ordinance to Incorporate Recent Changes in Federal Law Regarding the Review and Approval of Group Homes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Attorney Simpson stated this was something that he put forward and gave to Mr. Harowski. The city has a review process when someone asks for a group home, also known as sober homes, and the Federal Government recently added to the review criteria, allowed to consider the over concentration of those homes within an area as a valid consideration by the local governments so they are just adding that into one of the city's criteria.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	John C. Danio, District 3 - Commissioner	
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



4. Ordinance

Ordinance 2988 An Ordinance of the City of Holly Hill, Florida, Adopting a Twelve (12) Month Moratorium on the Approval of Any Development Order or Issuance of Any Business Tax Receipt for the Growing, Processing, Manufacturing, Distribution, Dispensing and Selling of Medical Cannabis Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Attorney Simpson stated this passed in November 2016 and they are going through the rule-making process right now. What regulations the city will be legally authorized to adopt and what the necessity of those regulations will be, they really won't know until the State puts their rules in place and this gives the State...they are supposed to put the rules in place, he thinks in six months. The last time an amendment went through the rules go in place and the rules get challenged and it takes a while so this at least gives a year for the city to adopt its regulations for the city to be able to see what's coming out of the State in terms of their regulations and what the city is still allowed to regulate and what they need to regulate.

Commissioner Via stated he just hopes that the city doesn't take twelve months to come up with their own Ordinance but he knows they are waiting on the State to see what the State says but he hopes that the city can come up with their own ordinance of where they can allow these things.

Mayor Penny opened public participation.

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated he agrees with Commissioner Via. He thinks that's written in here. They are supposed to review this. He would like to see some kind of city review, if they schedule such a thing, because he can see that the same people or the same kind of situation that arose with the little gambling facilities were, he recalls them being here about four or five times.

Attorney Simpson stated the internet arcades.

Mr. Legary stated, thank you. Also, he is with Attorney Morgan, the News-Journal has reported three or four different, other communities passing the same kind of situation. The people voted and somehow or other, once in a while they have to listen to the vote.

Mayor Penny closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



5. Ordinance

Ordinance 2989 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from City of Holly Hill R-7 Medium Density Multi-Family Residential to City of Holly Hill R-3 Medium Density Single-Family; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Mr. Harowski stated, there are two lots. Currently, zoned R7, they have been divided into separate ownerships. Neither lot is sufficient to provide multi-family as the R7 allows. Neither lot is sufficient to meet the minimum single-family sizes as they are laid out in the R7. The proposal is to rezone those two lots to an R3. Both lots would then be conforming lots. They would be consistent with the rest of the lots that are on that side of street between Center Avenue and Holly Forest. It will make the lots conforming. It will resolve a conflict with the city's land use and it's consistent with everything else in the neighborhood.

Commissioner Byrnes stated the lots will be conforming but the use will not be conforming on the one building.

Mr. Harowski stated that's correct. There's a commercial use there and it's a nonconforming commercial use under the R7 and it will be a nonconforming commercial use under the R3.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



6. Ordinance

Ordinance 2990 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Rezoning the Parcels Described in Exhibit "A" to City of Holly Hill CC-1 Commercial Corridor; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Mr. Harowski stated this is the long skinny parcel that's on the west side of Parque Drive from Calle Grande north behind the Publix shopping center. That property was annexed into the city in 1993, it was assigned a Future Land Use classification of Industrial in our Comprehensive Plan, no city zoning was ever applied. They now have someone who is interested in developing the property and the manner it was identified on the Comprehensive Plan they had basically, four choices of zoning. One, being the CC1, which is the one that's being requested and I-1 and I-2 are Industrial PUD's those are the choices that they have.

Mayor Penny stated CC1 is the least...

Mr. Harowski stated it is the least intense and it is somewhat different and it has a little bit more of a retail opportunity to it and he believes there is some intent on their part to do something more in the retail nature in the southern end of the property. Staff has seen the development plan. They provided a copy in the staff report, in the attachments but the specific development plan isn't really relevant to the zoning but staff is trying to put a zoning on it so it's consistent with the Future Land Use plan.

Harry Newkirk, Owner Professional Engineer at Newkirk Engineering, 1370 North US Highway 1, Suite 204, Ormond Beach, the applicant. They would like to rezone this to CC1.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



7. Ordinance

Ordinance 2991 An Ordinance of the City of Holly Hill, Florida, Approving the Fountainhead Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

Attorney Simpson stated he would like to start this with the same kind of comment he made to the Planning Board. The Commission all viewed various documents regarding this coming up to this point. What they are talking about now is the development. Issues regarding the purchase agreement and the incentive agreement are not issues that are before the Commission tonight. They are looking at this as the regulatory body rezoning this piece of property. The relevant comments are related to the development plan, the development agreement before the Commission including the preliminary site plan and things like that.

Mayor Penny stated this is a quasi-judicial setting, correct?

Attorney Simpson stated, yes.

Mayor Penny stated and so, the Commission and the audience should limit their comments to substantial, competent evidence presented to the Commission not their opinions.

Mr. Harowski stated at long last, they have a development agreement to bring before the Commission. It's been a long time negotiating various components of the agreement. They had a long and earnest discussion at the Planning Board meeting on the 22nd. Basically, they have an agreement that's recommended to the Commission and all aspects, except one, where the Planning Board made a recommendation different than what's in the written agreement before the Commission. Before he talks about that briefly, there are two points that he wants to make for the Commission. One is, the agreement includes pictures of the buildings and how they are going to be designed. It also includes in the development agreement a set of standards for the modern design theme, which has been selected for that. He has done review of those drawings that were submitted in comparison with those standards and he thinks that there are some areas where those specific designs do not meet the standards or he cannot confirm that they meet all of the standards. The Commission can approve those buildings as they see them if they think that's the way to go and the city would apply the standards to subsequent buildings or the Commission can ask for documentation to show that they meet all of the criteria that they have outlined. The second point that he wants to mention relates to traffic being generated by the project. The traffic impact assessment that was done identifies that upon completion the project will and the surrounding roads will still operate at the designated levels of service and he thinks that is probably true. But he thinks that it's important to understand that it doesn't mean that there's not going to be a significant additional traffic being generated by this. There's not a level of service issue that would rise relative to the Comprehensive Plan but based on limited calculations that he's done, based on the information that they provided, his estimate is that the Commission will see traffic on Center Avenue in that area increase probably 65% to 75% over what it is now and on a percentage basis, probably more than that on Walker Street just because they are starting from a lower base there. Yes, it meets the city's criteria but understand there is still going to be substantial additional traffic. The other issue that came out of the Planning Board meeting centered on the timing on the provision of the turn lane off of Center Avenue, they are talking about the left turn lane for north bound traffic. The way the agreement is written and the agreement is before the Commission, is essentially the negotiated position that the City Manager had developed where that turn lane would be provided at the point that the project constructs 80,000 square feet of building area or generates 247 peak hour trips and that 247 essentially came from a conversion of that square footage into trips. So, that's what's in the agreement. The Planning Board recommended that the turn lane be provided after essentially Phase 1, which is the initial 28,000 square feet of building construction be done or that the project reaches 247 peak hour trips, whichever comes first. His recommendation was that...

Mayor Penny asked, whichever comes first?

Mr. Harowski stated that's the way he would interpret that. His recommendation to the Planning Board was simply that after Phase 1 is constructed that the turn lane be provided with the next phase of construction whatever that might be. The reason that they have two standards or two significant options here is that there really is two standards that are being applied. The staff standard, the one that he has applied is essentially the Volusia County standard and he's not going to go into the details of what those specific numbers are but one is the Volusia County standard and that would trigger a requirement to provide that turn lane much sooner in the process than the standard that the applicant's traffic engineers have provided. That's why they have two and basically, they have what's in the agreement and they have the Planning Board recommendation, which the Commission can either accept or not as they see fit. That's all they got left is open discussion items, essentially at this point. The rest of it seems to be in a pretty well, in-hand and ready to go forward.

Mr. Forte stated the two standards that Mr. Harowski is talking about is the traffic engineers have used the DOT standard, which does not require a turn lane but the applicant has agreed to put in a turn lane at some time. That time, which he discussed earlier to be 80,000 square feet which, was then converted to the 247 trips. The County standard, is in fact, a County standard but it's not one that the city has necessarily adopted the County standards. So, he doesn't know if the city has applied the County standards to other projects, which would be a question that he doesn't know the answer to.

Mayor Penny asked when would their standards, if we applied their standards trigger it?

Mr. Harowski stated County standard triggers it. If you have 25 left turn movements during your peak hour. He would just say, he believes, the standard that's being applied by the applicant is not a FDOT standard but it's a...or has been adopted by them but it's a national engineering standard that they are relying on.

Mr. Forte stated the decision that the Commission has to make is, at what point do they want to see the turn lane installed on Center Avenue. This is the left hand turn lane going north, turning left into the complex. The issue that's been most discussed and of concern are the students that walk to school along Center Avenue on the west side of the road as they head up to the HHK-8 School. They will have cars stacking, getting ready to turn into the property, cars coming south trying to continue driving south and some turning into the property and students walking along that path.

Mr. Harowski stated he would also add that actual traffic safety itself with the management of cars is also a significant issue. Again, as he has talked to the traffic engineers they would expect because of the operations in this area, a higher incidents of rear-end collisions, for example.

Mr. Forte stated and what we're are talking about and what Mr. Harowski is alluding to, and maybe Chief Aldrich can comment on this, is if you have a car that's stopped in the traffic lane waiting to make a left hand turn, the cars behind are not supposed to pass on the right, they should wait. The concern that the city has is if there are cars waiting to make a left hand turn they may attempt because there is a hard surface to pass on the right

hand side, which will create an unsafe traffic condition.

Mayor Penny asked can they remind him again, what's the square footage of the first three buildings?

Mr. Harowski stated, 28,000. That would be the two rehab buildings and the one additional.

Mr. Forte stated he thinks the Commissioners has enough information now to make that decision on the turn lane and they understand that there are two standards that are being considered, and they understand that there are safety conditions that need to be taken into consideration. He doesn't want to belabor it more than it needs to be but it's a significant discussion but he thinks there are other parts of this PUD that need to be...there's nothing that's, he believes is in dispute but he thinks there are items in this PUD that should be presented so that it's on record so the Commission knows what they are voting on.

Mayor Penny stated what he thinks he heard Mr. Harowski say at the beginning of his presentation was that there are two design elements or two design standards that weren't being met in his opinion.

Mr. Harowski asked for the building?

Mayor Penny stated, yes.

Mr. Harowski stated for the buildings themselves, yes.

Mayor Penny stated let's talk about that. He's much more concerned about the project than the turn lane, himself.

Mr. Harowski stated he thinks he put the summary sheet in with the attachments. One of the criteria was that the buildings would have a flat roof and the applicant met both of those. That the buildings would reflect the grid design on the exterior and he believes they met those. That they would have ribbon window treatments, which means windows in a linear, narrow line and he thinks they met those. The design calls for rectangular shapes and nonsymmetrical alignment, he didn't see that in the headquarters building.

Commissioner Currie asked where are they getting these requirements from is what she needs to know.

Mr. Harowski stated in the development agreement there's a section, that's the one that has pictures of the buildings in it. With each of those pictures are criteria that reflect the modern design style, which the applicant has selected as their preferred design style for the building.

Commissioner Currie stated, okay.

Mr. Harowski stated and those pictures are in there as illustrations of individual criteria.

What he did to build that table is he took that individual criteria off of those pictures and then looked at the designs that the applicant supplied.

Mayor Penny stated but he thought that the designs that they supplied were just for illustration purposes and comparison purposes and the Commissioners haven't yet seen...it's his understanding that the Commission will see an 80% rendering at the next reading.

Mr. Harowski stated that information hasn't been presented to staff or to the Planning Board at this point.

Mayor Penny stated, okay. He doesn't know if anyone else has questions for Mr. Harowski or they can bring the applicant up if he wants to add anything new, which may generate some more discussion.

Commissioner Byrnes stated before they bring the applicant up, Mr. Forte said that there were some issues that should be brought out.

Mr. Forte stated he didn't say issues, he said there are elements of the PUD that he thinks should be discussed like...

Commissioner Byrnes asked if Mr. Forte was going to list those? That's what he wants to know.

Mr. Forte stated he thinks it will probably be part of Attorney Watts presentation as he talks about the buildings and what's going to be on the property but he doesn't think a PUD of this magnitude should be voted on when you talk just about a turning lane. They need to know about what are all the elements that are included within the PUD and that's the applicant's presentation.

Mr. Harowski stated he will point out, the staff reports did provide information about the project itself but in the interest of time, they were trying to minimize the presentation.

Commissioner Currie stated this requirement of the elements of the buildings, is this something that the city is mandated to go by or they've just selected to go by? She doesn't remember ever...

Mayor Penny stated the applicant put these in as an examples of what they are going to design.

Commissioner Currie stated okay but she doesn't remember ever choosing...

Mr. Forte stated those elements are in the Code.

Commissioner Currie stated, okay. That's what she needed to know. That's where they are getting them from.

Mr. Harowski stated, yes. There were two ways to deal with what the buildings were

going to look like. One, was that they actually showed the Commissioners pictures or designs of what the buildings were going to look like upon completion or the other option, which is the one the applicant elected to follow is to say they were going to use a building style, the building style is reflective of these elements and then as each building comes forward the city test it against those elements. The city is kind of in a mixed position here because they have pictures of what the applicant is proposing to do and the Commission can approve them just like that and be satisfied with those. The point he was making was that in his view as he reviewed them against the standards, which the applicant put forward in the development agreement, he thought that there were some areas that were either unclear based on the limited views that they had whether it met those standards or not or there were a couple of them that he thought, at least one, that he thought did not meet.

Mr. Forte stated the design standards are not in the Code. The design standards are in the MPUD document.

Commissioner Currie stated okay because that's where she's unclear because the city doesn't really have this...

Mr. Forte stated, right. And what really needs to happen is when they get the 80% architectural designs by the next meeting, is they will have to apply the written standards that have been submitted in the PUD to what the architectural design elevations looks like to make sure that they are both the same.

Mayor Penny stated and at that time they will have to determine whether what's in the written document is what the picture looks like. These are examples on page 182.

Commissioner Currie stated, okay.

Attorney Simpson stated and he would also...

Commissioner Currie stated but they really can't hold them so strictly if their Code isn't strict.

Attorney Simpson stated well, this is their Code.

Mayor Penny stated it's a PUD.

Attorney Simpson stated the PUD is the Code for this property.

Mayor Penny stated it's an agreement.

Commissioner Currie stated, okay.

Attorney Simpson stated it's set up to say, "This is a guide of what we're looking for." Now, could this Commission say, "I don't like that. I don't like that architectural style." Yes, that's a proper discussion item tonight. The Commission may not like the architectural style. That is not something that the city has asked for nor does the city

Code dictate. That's something they came forward and said they would like to build this.

Commissioner Currie stated but the Commission has previously never determined a very strict architectural design for buildings in the city like what is printed here.

Mayor Penny stated but in a PUD, he wasn't here for Marina Grande but these types of discussions happened with Marina Grande.

Attorney Simpson stated Marina Grande had to build theirs according to that design.

Commissioner Currie stated so you can make it a little stricter than what your Code actually says the buildings have to be.

Attorney Simpson stated the Commission needs to view this PUD agreement as the Code for this property.

Commissioner Currie stated, okay.

Attorney Simpson stated to the extent not addressed in here, they do then go back to the city's Code but if it's addressed in the PUD, this is now the zoning code for the Fountainhead project.

Commissioner Currie stated for the Fountainhead property.

Attorney Simpson stated, yes.

Commissioner Currie stated thank you for clearing that up for her.

Mark Watts, Attorney with Cobb Cole, 351 E. New York Avenue, Ste. 200, DeLand, stated they have the full team here tonight from Fountainhead along with Andy Ames with Lassitier and Associates Transportation Group to answer questions relating to the traffic. Starting with the architecture, as they have talked about with a PUD they can do things differently from the city's Code. What they have done and what they have done with this particular PUD, he thinks there are two ways that they can really go when they are setting up standards through a PUD for their architecture. One, they can have the specific architecture that they are intending to build attached to it or two, they can create more of a pattern book approach that has standards and examples that they are required to then follow. What the Commission has in the packet tonight is a little bit of both. They did create some exhibits, they were created in-house to provide conceptual renderings of what the buildings would look like, the initial buildings would look like, and then they have the full description of the pattern book, the examples, the materials and elements and things of that nature that are included in the text. He agrees that's a little bit confusing and when they met and talked with staff and talked through the review that Mr. Harowski did with regards to the elements as they apply them to the exhibits that are in the packet, he agrees that there are some elements that they need to continue working on. They are continuing to work on the architecture. They expect the architect that has been engaged to have those 80% renderings, their goal is to have them here for the Commission at the next meeting. Let's talk about that process. If the Commission recalls

when they were going through the workshops when they were talking about the architecture and the ability of the Commission to be able to sign off on what the ultimate product, what the city would be getting as part of this PUD and as part of this redevelopment project. Attorney Watts stated they've provided an additional mechanism in the development agreement that brings the architecture back to the Commission for review to make sure that, number one, staff looks at it and gives the Commission that review to ensure that they are meeting the elements that the applicant has created in this pattern book approach and number two, that then comes to the Commission to review it to make sure that the Commission agrees to it, that the applicant has hit those items and satisfied the criteria that had been setup in the agreement so that the agreement will govern. It may make sense for them to defer to the agreement. He thinks that they do have those exhibits that are there, they already give an idea but more work needs to be done on those before they are ready to come through and be formally approved, for that to be the appearance of the buildings. He thinks the development agreement contemplates that and anticipates that so he thinks with regard to how the Commission approves it, approving it with that language in there that it establishes that additional review. That review occurs not only with the initial phase but every time the applicant is coming through with a site plan it has to comply with those appearance standards and it has to come through with that approval process to make sure they are getting consistency and they are meeting the elements that are set up in that pattern book approach. The way to deal with the architectural question and the architectural issue with regards to approving the development agreement would be to, with regards to the particular exhibits that are there now, they agree with staff, that there is more work and additional detail that needs to be added to those. The Commission can approve the PUD with that comment and understanding on the exhibits and defer to the pattern book elements that are in the document itself and the review process that is set up in the PUD itself or those buildings. With regards to the other elements of the PUD, they spent a lot of time talking about things like landscaping and the design and they showed the Commission previously the designs and the standards that Zev Cohen had created for them. Those are all incorporated here. They got the landscape standards that apply on Center Avenue and they have landscape standards that apply to Walker Street, they have the standard landscape detail included and specified in the development agreement. They are again, through the PUD, creating standards that will apply to this property. Those standards are more intense and a greater level of detail than otherwise what the Code would require. He thinks that is consistent with what they have talked about through all the various workshops that they have gone through. With regards to the traffic discussions, again, they've gone around and around and tried to make sure that their folks have come over and sat down and met with Mr. Harowski and they have talked through the traffic. He thinks one of the comments that Mr. Harowski made tonight is yes, there will be additional traffic here and he thinks that's part of the point. They have a 25 acre track here that they want to see redeveloped and that's going to generate traffic and it's going to generate traffic that hopefully, will encourage more and more business in the area. He thinks that's the underlining point of the rezoning and the redevelopment effort with regards to the property. It all is within the adoptive level of service so that's good. They're not with this project anticipating that they are going to break any roads or any intersections with regards to level of service. Now the County, with regards to County roads that they will be adding traffic to, they have a mechanism that litigates that and that's the impact fee. In the applicants case, they have impact fee credits so the trips that

are going back in the road system because of those impact fee credits that exist out there, essentially are already programed because they were accounted for previously in the analysis that generated the impact fees. From a capacity standpoint, they don't have any issues. They are going to be consuming capacity but that's the purpose of the capacity being there, ultimately. If they have any specific questions about the capacity, Mr. Ames can come up and address those. Attorney Watts stated he wanted to speak specifically to the turn lane and then if the Commission likes, he can ask Mr. Ames to come up and give a little bit more detail. They have gone round and round a little bit on this at the Planning Board meeting and they had a two-two vote one way and a two-two vote another way, the Chairman was not able to vote and then ultimately they ended up with a compromise position that one of the other members threw out and he thinks, based on the late hour, ultimately it came through. If the Commissioners recall their conversations during the workshops, they had a standard included in there that was 80,000 square feet. The TIA and the national standard, which is the standard that FDOT has adopted, if they go through that analysis for the turn lane, there is never a turn lane that's warranted here just based on the opposing traffic issues and the north bound and south bound traffic. They never get to a point where under that standard there's a turn lane required. Despite that, what had been agreed to previously was that when they get to the point that they hit 80,000 square feet of development, they would include a turn lane and include that on Center Avenue. At last workshop, the things asked of the applicant was to take that 80,000 square feet and convert it to trips so that there was a more concrete standard that was easier to measure, that would be used to trigger when that turn lane would come in. That's what they did. They went back and they converted that 247 AM entering trips. That was based on 80,000 square feet of corporate office. They may have higher trip generation uses that come in earlier in the project. For example, if they have things coming into the mixed-use building on Parcel 1, they can end up at 65,000 square feet, for example, and hit that trigger because it's based on the trips coming in and out.

Mayor Penny asked who counts the trips in the future?

Attorney Watts stated each use and each application that comes in for a site plan is going to have a square footage of use and they can, based on that square footage, they can use the ITE trip generation rates, which he thinks the city's Code and they talked about this at the Planning Board meeting, the city Code adopts that as the standard, they can quantify based on that. The ITE standard is the easiest way to track that going forward because they can then accumulatively say this site plan came in and had this number of square feet that results in "x" number of trips and they can add that up as they go through the process.

Commissioner Via stated when you said 247 entering, is that only left hand turn or both?

Attorney Watts stated that would be left hand entering movements.

Commissioner Via stated only left hand. So, only 247 left hand entering movements.

Attorney Watts stated, that's correct.

Attorney Simpson stated he thought Attorney Watts said at the Planning Board meeting

that it was all trips entering in.

Attorney Watts stated let him check with Mr. Ames.

Andy Ames, Traffic Engineer with Lassitier and Associates, 1450 W. Granada Blvd., Ormond Beach, stated it's 247 for that driveway.

Attorney Simpson stated when you say that driveway, left turn and right turn?

Mr. Ames stated left turn in.

Attorney Simpson stated only left turn in.

Mr. Ames stated only left turn in. When they are looking at the warrants for the State level, they are looking at left turn lane volumes or they're looking at right turn lane levels. So, in this case the 247 as their left turn in.

Commissioner Via asked and that's in the AM? Is that also PM or that's not calculated?

Mr. Forte stated he thought they were talking about trip generation. He didn't know they were talking about left turn lane.

Mr. Ames stated they look at both and in this case, the AM is higher. Typically, PM can be higher in a lot of different types of developments.

Commissioner Byrnes stated the equations in all of that are real nice but at some point he would expect that somebody put out those rubber hoses that cross the road that tell you how many cars have actually passed by the property. Is he mistaken?

Mr. Ames stated no, sir. Counting with tubes or doing a manual count can be done it's just time consuming. They can manually count it and it cost money to put out a counter and rectify the data or in the process that they've been talking about, basically, each site plan that comes in they look at doing a traffic statement. So, it's taking the final TIA numbers and then they assign, this site plan had this much trips and they keep a ledger.

Commissioner Byrnes stated we can probably count them with our radar trailer and get two jobs done at once.

Mr. Forte stated the city just did that last week.

Mr. Ames stated they can sometimes do that except the radar trailers a lot of times will double and triple count cars depending on where they are placed and how they are placed. So, in your path with the radar systems, you may pick up through volume for a left turn car. So, they need to separate the left turn, the opposing volume and the adjacent volumes.

Mayor Penny stated but the point they hit 247 left hand turns, how many total trips are expected to that site at that point? From a lay person, that's what really impacts who is

coming to that site. That's what impacts the neighborhood.

Attorney Watts stated keep in mind what they are talking about is a left turning movement and the thing that they got into at the Planning Board meeting, the left turning movement is going to, with regards to the crossing movement of the oncoming traffic and with regards to the issues of safety and pedestrians, the left turning movement doesn't change anything with regards to the number of those movements. What it really deals with is whether they are backing up traffic behind you while you are making that movement or whether you are turning into a turn lane.

Mayor Penny stated if there's 300 people coming from the south turning right, that's going to prevent anyone from turning left. Correct?

Attorney Watts stated, yes.

Mr. Ames stated that volume is part of the equation. So, they have an opposing volume, which is the through and left turn volume even though there's no left here, that's their opposing volume and that's part of the calculation that's looking at their north bound left volume and their overall flow of that volume. So, there are three variables. The south bound movement, all movements are counted as one number and then there's the left turn volume and then there's the overall north bound so it's the left turn plus the three. That north bound plus the through is looking at how frequently do they have cars stacked and staged behind each other. The south bound movement is looking at rights and throughs saying, "how often do we have to wait for that proper gap to get through?" What's unique about this location is that at Walker and Center they have a four-way stop currently and at LPGA and Center, they have the signal. So, between these two points they are already metering cars. They are already metering the cars through stop control and release, stop and release. The city is providing gaps for those left turn movements.

Mayor Penny stated he understands, thank you.

Attorney Watts stated when they get back to the way the analysis looked at it under the TIA and again, it was using that national standard versus the Volusia County standard that's out there, they never got to the point where a turn lane warranted under that analysis. He thinks they talked about this at one of the prior meetings but it wasn't really even close. There's a curve line that basically, represents the points at which a turn lane would be warranted under that analysis and then they could graph the point where they are based on the projected trips and the oncoming traffic and everything else and the difference was a factor on how far apart were those two numbers. They were four or five times below the point at which they would have a left turn lane warranted. Now, with that being said, the applicant agrees to build one. The question is just at what point. Now the County standard, two things about that County standard. One, he said it at a couple of prior meetings, the County has a thoroughfare network. Their principle purpose for their network is moving vehicles from point A to point B and so their standard gets traffic that's going to another destination and out of the way so they can continue to move things from point A to point B.

Mr. Ames stated the standards that are in the Code, they have been in there for a very

long time and they are somewhat (inaudible) assign a number. They don't assign...they're not assigning a formula to calculate their gaps in their flow and that's what the other process does. So, keeping an arbitrary number of 25 vehicles for a left turn lane works great on Clyde Morris Blvd., or Mason Avenue where they have speeds higher than 35/40 mph and now they starting to get into severe injury accidents, 45 mph but this kind of scenario where they are in a 25 mph/30 mph corridor between a four-way stop and a signal, they are dealing with a lot less severity in crashes.

Commissioner Currie stated she would just like to know in the calculations, there was consideration for the school down the street. It's no longer just an elementary school, it is now a combination of the elementary and the middle school, K-8. Was there consideration taken for the school in the analysis?

Mr. Ames stated the analysis really looks at 10,000 foot view so it's not getting into the operational function of the school. Currently, the school operates with no turn lanes into it with a K-8. It's on a road that during, any peak period in a school, any city or county, they are going to end up with a hot spike in their peak hour volume. So, for example, a school, typically a K-8, especially, if they start at the same time, a lot of times what will happen is instead of spreading traffic over a peak hour and 70% of it falling in the majority of the hour, schools squish the times down. They are looking at maybe 20 minutes of that severe in rush hours. There are anomalies in traffic, typically that when they look at a school crossing or school location, they're looking at the operation of the school and the surrounding road work. Once people leave the site they're back into the traffic flow. If there are instances or items that have been brought up in the past, he knows they have looked at those.

Commissioner Currie stated they are going to interrupt the flow of traffic for this particular Fountainhead site. It's just a block, block in a half up the road.

Attorney Watts stated he thinks the thing that normalizes it then is coming through those stop controls because even though they have that high peak volume coming in at that point in time, they still go through the stop sign.

Commissioner Currie stated but what she wants to know is was it taken into consideration for the analysis? That's her question. Yes or No?

Mr. Ames stated the way that the TPO guidelines are the answer is no.

Commissioner Currie stated, okay. Thank you.

Attorney Watts stated again, what they are back to is that they have made a lot of progress, they converted the standard to what they had discussed at the workshops. Ultimately, he thinks, all of them want to make sure is that they are creating a safe condition. None of them want to create a condition that causes danger to the public or the pedestrians that are in the area. From a project standpoint, the 80,000 square foot number ultimately, was picked based on...the cost of a turn lane like this is usually six figures and so it was timed at the 80,000 square feet at a point where it falls into the overall financing of the project in a way that he thinks works for his clients in moving forward.

So, they agreed without the, again, despite the fact that the TIA shows that it's not warranted, they agreed to include it because it was something that Mr. Forte, who he thinks at the time that conversation was had, felt it was important to include it in there. So, they have agreed to put it in, we're just talking about the question of timing. He thinks 247 is consistent with the prior conversations on it. He credits Mr. Harowski. Attorney Watts stated Mr. Harowski has been very passionate on this particular point but I don't think that the County standard is necessarily the appropriate one here and it's not one that's been adopted by the city. They are following the one that has been adopted by FDOT and they think that's the right analysis to go with and agree to a point, that has been previously discussed for that turn lane to be constructed. That's the only revision to the conditions. He thinks what they ultimately ended up with at the Planning Board meeting was that after 2.5 hours, they just threw both numbers in there and forwarded it on with the recommendation but again, he thinks 247 is consistent with the prior conversations that have been had about what the timing would be converting that from 80,000 square feet to a trip number.

Attorney Simpson stated when they convert it to a trip number, if they just look at the ITE that's generated, when the site plans come in, how would the ITE trip generation differ when the site plans come in than what they are looking at today?

Mayor Penny asked what is an ITE?

Attorney Watts stated it's the Institute of Transportation Engineers. It's the manual to go by for trip generations.

Attorney Simpson asked how would that vary from what they are calculating today if they're using ITE's if they came in with the same square footage? They can't come in with a bigger building so it would be the same or smaller. How would that change?

Mr. Ames stated in the TIA there are several land uses that are applied. Depending on the land use that comes in first, say it's a partial overall site, just one land use, that one land use would then be calculated to determine the trips. It's been calculated in the TIA overall, the overall project trips and then as each piece comes in, they have to do, typically, other than traffic statements, it's like a two-page memo that says, "here what we did in the TIA and here's where we're at today." It's kind of like keeping a ledger sheet of how much volume they used as each site plan comes in for each use. The reason it gets complicated is...

Attorney Simpson stated I understand that. What we start with is an overall total and where we start taking away from it. Attorney Simpson stated he guesses what his question, if it's developed, he guesses it can be developed differently but it can't be bigger than what the city proposed so he guesses what his question is, if 80,000 is...it just seems to him that it was going to come in at 80,000 square feet. That it wouldn't come in at less square footage than 80,000 unless they were actually doing actual counts. That the actual varied from the projection.

Mr. Ames stated and there's always a chance of that. The way the counts work, if they put a hose out or manually count, it's primarily counting the left turns. They can always

have an nominally(?) in volumes, they could have a spike in that one hour. So, using the ITE formulas in these types of....

Commissioner Byrnes stated he would like to make a suggestion. If they agree on the 247 count and they find out that they've hit that 247 count before they have gotten to the 80,000 square feet that must mean that business is pretty darn good.

Attorney Watts stated, yes.

Commissioner Byrnes asked will the applicant agree to the 247 number so that they can move on?

Mayor Penny stated they already have.

Attorney Watts stated, yes. They already have.

Attorney Simpson stated but the question is Commissioner Byrnes, are they talking about ITE 247 or "actual" 247?

Attorney Watts stated if they prefer, they can include, he'll ask his client, if they can do the count.

Mr. Forte asked is it left turn lane counts or entry counts?

Attorney Simpson stated the agreement says this equates to 247 AM peak entering trips. It doesn't say left turn. That's just the wording in the agreement.

Attorney Watts stated the conversion that was done is if they take 80,000 square feet of corporate office, what is the entering trip volume and that's the number that was included in the document.

Attorney Simpson stated but entering from left turn.

Attorney Watts stated, yes.

Mayor Penny stated they might be talking apples and oranges because he's confused. He's looking at the table in the agenda item. Table 2, comparative trip generations original 2016 net trip generations and then Table 3, comparative trip generation and it's talking about AM peak hour then it has enter trips, daily trips, PM trips. The first line he sees is AM enter trips is 500. At what point in time is that 500 hit? Then when he goes down to the one below it, it a 2017 net generation that's 467. Are those total trips or left hand trips or are they confusing data?

Mr. Ames stated what happens is Table 2, the top part, that's the original numbers used in the TIA. That was the first time it was submitted. Table 3, is using the current land use plan as presented and then just recalculating what that volume is.

Mayor Penny asked is this at total build out for the entire project? What point in time are

those numbers generated?

Mr. Ames stated each type of land use in this mixed use development will have certain trips that generate.

Mayor Penny stated, okay.

Mr. Ames stated so each of the elements, there's residential, daycare, office, bank and restaurant. Within the office they get a larger percentage of trips, 340. There's two driveways too. There's a driveway to the north so that's why some of the volume is going in there and some of the volume is coming in here. That's why the 247 is at 80,000 square feet even though the trips are higher.

Attorney Watts stated and they are fully ready to agree to 247 and they're ready to agree to do an actual count if that makes everybody satisfied.

Mayor Penny stated it seems that all parties agree that there's a turn lane that will be put in at some date in the future.

Attorney Watts stated, yes.

Mayor Penny stated what the Commission is splitting hairs on is how soon will they put the lane in. He thinks they should talk about, how late in the project would they put it in? If they already agreed to put it in and let's say things don't go as well as planned, and it stops at the first three buildings, Phase 1, but Mr. Harowski has said they should put a turn lane in, at what point in the project would the last...what happens if the developer doesn't buy the rest of the land and then someone else buys it and it generates traffic problems but this developer has already agreed to put it in, is it proportional fair share at that point? How does it work? He thinks they should talk about when's the latest the developer would put it in and if this Commission is happy with that? They know a deadline when it will be there. Five years in the future or ten years in the future they will put it in but if they hit these triggers they will put it in sooner. He doesn't know if that makes any sense but thinking about what's the worst thing that could happen. They're going to put it in ten years from now, he doesn't know. They're splitting hairs over something that if he lived in the neighborhood, it would be a concern. If I drop my kid off. He sees how terrible the traffic is dropping kids off at that school. He knows there is going to be an impact there but he is really much more concerned about what these buildings are going to look like and how many people are going to work there and what the landscaping is going to look like and what the parking lot is going to look like and what the retention ponds are going to look like. People are going to get into this place. They have to be to work at 9:00 AM, they are either coming off of Center Avenue or Walker Street. They are going to get there. They might have to get there at 6:30 AM because it's so backed up to get in there to be on time, he doesn't know but they're going to get there. He tries to focus on when's the last that the developer will agree to put it in. Let's agree on that and then go forward. He is trying to get something solved here tonight.

Attorney Watts stated they agree. They've agreed to a point that if the city wants them to

make it an actual count versus an ITE, they are happy to do that so they are actually tracking it. The latest point under the Mayor's scenario, he thinks if they never got the 247 or they never got beyond the 28,000 square feet, which are the triggers that are in there right now then it wouldn't go in because they don't have the increasing traffic volume that they are talking about to require a turn lane. They've agreed to be 100% responsible for it. So, when they get to the point where that number of trips coming into the site, they will include the turn lane.

Mayor Penny stated he thinks what Planning and Appeals recommended, if he understands them right, was that either the 80,000 or the trip count or the completion of Phase 1, whichever happens first, right?

Attorney Watts stated he thinks what the Planning Board ultimately recommended was that they took part of the recommendation from staff and also their number based on the conversion of the 80,000. Attorney Watts stated their proposal is throw the 80,000 out, throw the square footage out altogether and just do the trips and do it by an actual count if that's more satisfying.

Mayor Penny stated the trips make sense to him. If they have already agreed that 80,000 and he doesn't even know if that's the number because their expert says it's never needed, the City Planner says it's needed, staff came up with this 80,000 arbitrary number that was converted to trips. If Phase 1 is all that ever happens, its 28,000 it's not even half of what would have tripped it so what are they arguing about.

Attorney Watts stated, right.

Commissioner Currie stated well then, she would like the actual count if they are going to agree to the number.

Attorney Watts stated they can do that.

Commissioner Currie stated instead of anything else, she would like the actual count.

Attorney Watts stated and they are happy to make that revision.

Attorney Simpson stated he thinks what it ought to be is the earlier of actual or projected. Either one.

Attorney Watts stated, sure.

Attorney Simpson stated that language can be put in there. If they are going to reach 247 either actual count or projected count then the turn lane needs to be put in.

Commissioner Currie stated, okay.

Attorney Watts stated he agrees with that. He thinks that makes sense.

Attorney Simpson stated when the site plans come is when the projected comes in.

Attorney Watts stated, yes. The projected comes in when the site plans come in.

Mr. Forte stated just off the top of his head, they're looking at, what did they say for the first part, Phase 1 Parcel 2 is?

Mayor Penny stated, 28,000.

Mr. Forte stated and then from there they are going to go Parcel 1 which is 30,000 so they have 58,000 so, they won't trigger the turn lane until they go back to Parcel 2 for the development of the overall site.

Commissioner Currie stated well, that's if they go by square footage.

Mr. Forte stated well, that 247 is a formula based off the 80,000 square feet.

Attorney Simpson stated if they use actual count, the 247 is based on 80,000 of corporate office, if they have to add the restaurant that will be a higher trip generation rate they could be at 50,000 square feet in trips.

Mr. Forte stated okay, he gets it.

Mayor Penny stated his only question is, the Commission will see all the other things that he really wants to see at the next meeting, is that correct?

Attorney Watts stated that's what they are working on in this point in time.

Mayor Penny stated, okay.

Mr. Forte stated they agreed to 247 total trip counts not turn counts, right?

Attorney Watts stated actual counts on left turn movement.

Mr. Forte stated actual left turns.

Attorney Simpson stated actual projected left turns.

Attorney Watts stated, right. He thinks it's the appropriate standard. The sooner of the ITE projected or the actual count.

Attorney Simpson stated, yes.

Mayor Penny stated he doesn't believe staff and the engineer agree on the methodology of what will cause traffic problems. He thinks that's an agreement. What remedy does the city have, they have now determined that 247 trips is the magic number, what if their phones start ringing off the hook, kids are getting hit left and right walking to school, what remedy does the city have at that point because a future Commission is going to have to deal with those concerns from the citizens. With the Marina Grande PUD, the

Commission said that if there are so many complaints about something then they will have to address it. Is there any mechanism, not to complicate it but to protect the people that live in that neighborhood, any mechanism for the city to do that?

Attorney Simpson stated in here right now, no. He doesn't think so.

Commissioner Byrnes asked if Attorney Simpson can research something between now and the next meeting?

Mr. Forte stated maybe Mayor, the question is, what happens when traffic backs up through LPGA Blvd.

Mayor Penny stated, yes. He doesn't know what happens. He's trying to think about what's the worst thing that could happen and that's the worst thing that could happen. What does the city do?

Attorney Simpson stated as worded, the only thing he could think of, honestly, would be the city puts it in and when it triggers to it gets to a point where the applicant was supposed to put it in, they pay the city for the cost the city spent putting it in. They're not be obligated for it until it hits the trips of 247.

Mayor Penny stated we, as a city, could make that determination to go ahead and put it in and make the neighborhood happy and then when the developer hits that trigger then they will reimburse the city for that expense.

Attorney Watts stated, right.

Attorney Simpson stated that's off the top of his head. There's nothing in there that specifically says...

Mayor Penny stated, no but he thinks that is a reasonable solution.

Attorney Watts stated ultimately, the other thing the city has is they have a good corporate citizen moving into the city, if there's a problem, he would hope that they are able to sit down and talk it through and figure it out a solution to it. Again, he thinks everybody wants to make sure safety is an issue. They have one minor correction, the 247 is based on the total entering so, that's the count that's in there, so that's the language that was in there.

Attorney Simpson stated so, what's in there, it stays.

Attorney Watts stated, yes.

Mayor Penny stated, okay.

Attorney Simpson stated that's easier so they don't have to count left turns.

Attorney Watts stated, right. They just have to count all entering trips.

Mayor Penny opened public participation.

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated so, they're talking total trips.

Attorney Simpson stated, yes. Total trips not left turn only, total trips. Total entering.

Mr. Legary stated and they're going to depend on the good citizenship of the PUD people if citizens came up here...

Attorney Simpson asked what PUD people? Who are PUD people?

Mr. Legary stated these gentlemen here.

Attorney Simpson stated, okay. No, we can do our own count if we want to. It's not limited to the developer.

Mr. Legary stated the city did a count, the Police Department did a count recently, right?

Attorney Simpson stated not turning into the property.

Mr. Forte stated he had the Police Department do a trip count on Center Avenue going in both directions not scientific just based off of the radar just to get an idea for himself, that's all it was.

Mr. Legary stated and what did they get?

Mr. Forte stated he doesn't remember.

Chief Aldrich stated 4500 a day.

Mr. Legary stated the traffic engineering in the area is just incredible good, isn't it? He means, everywhere he goes lately, he's in a traffic jam.

Mayor Penny closed public participation.

Attorney Simpson stated the language of 247 is in there but he guesses they can put in there "as the earlier of the ITE projected trip count or actual trip count."

Commissioner Via stated yes because it's not worded that way.

Attorney Simpson asked Attorney Watts if they were good with that?

Attorney Watts stated, yes.

Mayor Penny asked if Jayson Meyer would come forward and give them some information about behind the scenes with banks and architects.

Jayson Meyer came forward and spoke to the Mayor and Commissioners about the plans, the buildings inside and out, the cohesion of the campus, the sketches of the floor plans, rehabs for the buildings, and signage ideas, elevator outside so the whole campus can be viewed, media center will be gutted and will become a production zone for them, several workshops have been completed internally at Synergy, designing of the space, mapped out the organizational structure of the campus, the new construction is going to be great.

Mayor Penny stated one thing that concerns him and they have all talked about this in the past and that is the timing of all of this stuff. He knows a lot of money will be spent that no one will ever see, all these sessions. His concern is that they have a May 31st closing and he understands there are renderings but how long does it take to actually get the mechanical drawings so that they can then go and complete the financing because the bank isn't going to give them money without the plans and this. Is there enough time?

Mr. Meyer stated there is. Predominantly, for the first two rehab buildings, they are going to use a majority of cash for that. He thinks if they get everything done by March 14th, they are hoping to close on that by the end of March if everything comes together. So that way they can really start rehabbing over there and they can do a lot of that before all of the engineering is done on new construction and the rest of the site work. Right now, there are multiple things going on. They put together a detailed critical path document and they have already engaged surveyors, they've already engaged...becked (?) out to do borings and get soil samples so they know for the stormwater so, they are already driving these things forward. They are chomping at the bit ready to get started on these things. They put together a detailed project plan with milestone dates and they're hoping that the rehab is done by the Fall. He thinks it's possible because there's not a lot that needs to be done to get them where they need to be. New construction will take a little longer but their focus getting those rehabs done so they can get the school going and get people moving over there.

Mayor Penny stated he knows there were thresholds put in there that, he's excited that Mr. Meyer is excited, he means, they're really going to see this stuff coming out of the ground. His concern is that there are these certain safety valves for the taxpayers in that they can't close until there is a certain amount of financing in place and then there's no reimbursements until all of Phase 1 is done and he just doesn't want the over-excitement to get ahead of what the lawyers have put in the contracts that brings them back to reality.

Mr. Forte stated he is going to specifically say what the Mayor is alluding to and that is that in order to go to closing on the property there has to be security to the city of \$5 million dollars.

Mayor Penny stated, right.

Mr. Forte stated he thinks that's what the Mayor is alluding too.

Mayor Penny stated maybe he's beating around the bush but there's all these little thresholds and benchmarks that they've worked for two years to put in place, he just doesn't want to get...don't get him wrong, he is so excited that they are this far but he

just doesn't want them to get too excited and the attorney's go, "you forgot about this one."

Mr. Meyer stated, sure. If there were an issue there, he would hope that the Commission may be open to some sort of an early access agreement at his own expense and their own insurance so they can get started on some of those rehab things so they don't lose time and momentum. That's probably a different discussion for a different time but something like that might be a balance and compromise so that...and that's all risk on him if they get started working but it's critical for them that they get moving as soon as possible on the rehab.

Mayor Penny stated the TIF money is the big deal. The sooner they can get in there...

Mr. Meyer stated that is a consideration but it's not the primary consideration.

Mayor Penny stated, right. He just wanted to bring everyone up to speed because they haven't talked about what's happening.

Mr. Meyer stated he'll be candid with them, he doesn't think it's likely that the new construction will be done by 12/31. He thinks it's at risk for them being able to recoup TIF revenue for this year.

Mayor Penny stated, okay.

Mr. Meyer stated but he thinks it's possible they can relocate and operate within the existing buildings.

Mayor Penny stated and then the other building comes up.

Mr. Meyer stated, exactly. They are looking at many different angles and approaches but that's why rehabbing those two structures are so critical but he certainly thinks it's an at risk for them to get everything done by 12/31.

Mayor Penny stated, right. That's not going to happen. They can't build a house that fast.

Mr. Meyer stated, right.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Chris Via, District 4 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



9. PUBLIC HEARING

1.

314 Flomich - Front Yard Variance Request - A Variance of 18 Feet to Allow a Carport to Extend to the Front Property Line on Ridge Avenue

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

Mr. Harowski stated the property in question is at the corner of Flomich and Ridge Avenue. The house fronts on Flomich but the issue arises from the portion of the property that abuts Ridge Avenue. Last year the applicant constructed a 20 x 26 carport and no permit was obtained and a portion of the carport, about the last six or eight feet is actually built on the public right-of-way. In response to a Code Enforcement citation the property owner came in to get a permit, which of course staff couldn't give at the time because the construction was in the required yard and he then sought a variance in order to rectify that situation and that's the case that's before the Commission tonight. He believes they put the application in the agenda packet as an attachment so they can see what the property owner identified as the issues that he felt supported the variance. First, compared to interior lots. Corner lots have added restrictions. They have two front yards. These are typical in the city because there are so many of the city's neighborhoods that were built before zoning was put in place. They often have lots that are inconsistent with the minimum standard for a zoning classification. In this particular case, the actual house itself sits a little bit closer. It sits in the required front yard on the Ridge Avenue side. Ridge Avenue, compared to most of the city's streets, is double the width. It's 100 foot right-of-way in this location. Most of the city's standards 40 and 50 feet, many are smaller. As he pointed out, the existing unit and the garage that...that the carport extends from is within the required setback. There really isn't a place on the property where the applicant could construct the carport and meet all of the required setbacks.

Mayor Penny asked could he put it between the garage and the house?

Mr. Harowski stated he guesses he could do that if they take out the patio. That would be an option.

Commissioner Byrnes asked how long had it been there? Twenty or thirty years?

Mr. Harowski asked the carport?

Commissioner Byrnes stated, yes.

Mr. Harowski stated a couple of months. It was build towards the end of 2016.

Commissioner Byrnes asked did someone on staff miss it when the applicant came for a permit?

Mr. Harowski stated he didn't apply for a permit.

Commissioner Byrnes stated, oh.

Mr. Harowski stated and the applicant is here and he could probably elaborate on that process for the Commission but he contracted with someone to construct the carport and they did. They just didn't bother to come and get a permit. Had they elected to do that, staff would have identified this situation at that point and either he wouldn't have built it

or staff would have resolved it somehow.

Commissioner Byrnes stated, okay because that was his concern.

Mr. Harowski stated well, the house...

Commissioner Byrnes stated because this picture doesn't show the carport.

Commissioners Currie and Via stated the one in their packet does.

Mr. Harowski stated the Planning Board heard the case and they recommended that the Commission grant the variance to allow the carport to extend from the building to the property line but that the last six or eight feet that would have to be removed so that none of it would extend into the right-of-way and that was the recommendation that the Board sent to the Commission.

Commissioner Byrnes asked if Mr. Harowski was there for the Planning Board discussions?

Mr. Harowski stated, yes.

Commissioner Byrnes asked did they think at all about all the rest of those folks on that street? He guesses, maybe setting up precedence.

Mr. Harowski stated he doesn't know if that was an active discussion. They did do a little analysis of the property to the north, which is the neighbor to the north, that house actually sits by the existing garage. So, the fact that there's a carport there is probably isn't going to impact their view or access but as far as...

Attorney Simpson asked wasn't there a good distance between the edge of the right-of-way and the edge of the pavement?

Mr. Harowski stated, absolutely.

Mr. Forte stated let him go one step further, suppose one day they want to enclose the carport?

Mr. Harowski stated to him, that would be...that would require another variance.

Mr. Forte stated the variance has to do with the setback. He's already in the setback. If they want to go from a carport to a garage...

Mr. Harowski stated but they're creating an enclosed space.

Mayor Penny stated he's always relied on a statement, he believes Attorney Simpson has repeated it numerous times and he thinks Mr. Harowski has too, is that is this a self-imposed hardship? Is this a self-created hardship and he thinks the answer has to be yes. The hardship wasn't placed upon the city on this applicant, they didn't get a permit. They

created their own hardship without getting a permit. If they came and applied for a permit they would have been told right away no but they can apply for a variance then they apply for the variance. They don't spend any money except for the variance and if they are granted the variance they buy the building. This is like putting the cart before the horse. Build the building then ask for forgiveness and that's what has gotten this city in trouble for the last fifty years. Is build it, feel sorry for someone because they got caught. He thinks it's a bad precedence.

Commissioner Currie stated it states on the application, "a special condition exist due to the incorrect 100 foot right-of-way that is not present", but that's incorrect. There is a 100 foot right-of-way down there for a reason. Many, many, many years ago.

Mr. Harowski stated there is a 100 foot right-of-way.

Commissioner Currie stated for a reason.

Mr. Harowski stated for whatever reason that was the width that that street was platted at, yes.

Commissioner Currie stated this statement is incorrect, is what she's asking.

Mr. Forte stated it wasn't a mistake. There is 100 foot right-of-way on Ridge Avenue. Ridge Avenue, many years ago, was supposed to be where Ridgewood Avenue was redirected and that didn't happen. They do have 100 foot right-of-way and if they look at the garage (showing a picture of the house/property on the overhead projector) just on the north side, they can see where coming off of the garage going west, they can see a solid piece of concrete and three sections before the road. Those three sections are basically the right-of-way. That's about where it is. So, then the thought came up, why don't they vacate 25 feet of the right-of-way on each side and give it to the property owners. The problem with that is, there's utility poles in some areas and there's water and sewer lines in others. So, they can't vacate it. So, because of the distance...

Commissioner Currie stated because of it being the right-of-way...

Mr. Forte stated there's utilities.

Commissioner Currie stated there's utility equipment.

Mr. Forte stated, right. The concern he has administratively is once they allow one variance, it's going to open the door up for, potentially, other variances and then how do they tell someone no when they started this snowball effect.

Mayor Penny stated Mr. Forte, correct me if I'm wrong, as this lot was built before any of these rules applied but as he understands it, the house and the garage, if the request was to build them today, they're not in compliance. Correct?

Mr. Harowski stated that's correct.

Mayor Penny stated they wouldn't meet the setbacks.

Mr. Harowski stated the setback from the edge of the house to the right-of-way, which would be approximately here (pointing to the house on the overhead) under the city's current Code would be 25 feet and it's like 18 or 20 on the survey. The garage sits a little further back. It's interesting because originally this was the house (pointing to the property) and at some point they did an addition and the city allowed them to extend it to align with the wall. He doesn't know whether the current Code was in place at the time that was done.

Randy Kraiger, 314 Flomich Avenue, Holly Hill, stated at the time, he put the carport up the person who he bought the carport from is a company was supposed to pull a permit. There was no set precedence and there wasn't nothing intended. There were two permits that were supposed to be pulled. One was pulled and one wasn't. When he heard about that, he pulled a permit and this is where they're at right now. The fact that he only has 18 foot and that's all he's asking for with the variance. Eighteen foot to his property line. The 100 foot right-of-way comes up to 18 foot so his setback is not correct. He does not have the required setback of today's codes of 25 feet. He has 18 foot. That's all he is asking for is 18 foot.

Mayor Penny stated no, you're asking for 18 feet pass your house.

Mr. Kraiger stated, no. The garage...there's another picture in here where it shows the carport and everything.

Mayor Penny stated it's in the application.

Mr. Kraiger stated the survey says he has 18 foot, which is not a normal setback. Everything that they see under that carport is only 18 foot to the 100 foot setback or right-of-way.

Mr. Forte asked what's in the garage?

Mr. Kraiger stated he has a business in there. He sells surveillance systems.

Mayor Penny asked do you have an occupational license?

Mr. Kraiger stated yes he does. He moved his business over to Holly Hill.

Mayor Penny stated he thinks, either he's confused or Mr. Kraiger is confused on the semantics of his setback. There's his property line, if they go back to the survey, they will see his property line and then the setback. The setback would be the closest to that property line and he could build something.

Mr. Kraiger stated that leaves him 18 foot to his...

Mayor Penny and Commissioner Byrnes stated that leaves him nothing.

Mr. Forte stated, right.

Mayor Penny stated when he looks at Mr. Kraiger's survey, it tells him he couldn't even put his house where it is right now and meet the setback.

Mr. Kraiger stated his house isn't even...

Mayor Penny stated and he understands that and they're an old community and there's many nonconforming parcels but his position is why do they make a bad situation worse. Why should the city let him go further into the right-of-way then his house currently is? He would be okay giving Mr. Kraiger a variance because he would have to get a variance to put that carport between his house and his garage because there's no place to put it legally. But to have that carport, he understands he hired a contractor and he would like to know who the contractor is so they can let the building department know...

Mr. Kraiger stated, absolutely. He has...

Mayor Penny stated because that's illegal and whether it was Mr. Kraiger's intent or not...

Mr. Kraiger stated he put it up within two hours.

Mayor Penny stated the problem is the city will make a bad situation worse. They will make a bad situation for everybody else and set a precedent then his neighbors are going to want to come and their neighbors are going to want to come.

Mr. Kraiger well, everybody on that whole block is setback 30 feet and this house only has 18 feet. Eighteen foot from the first dwelling is the carport, the garage and the house is the same.

Commissioner Byrnes stated even with 30 feet they can only put a five foot carport on there.

Mr. Kraiger stated right, without going through a variance. Now, all he's asking for is from the front of his garage to 18 foot of his property line.

Mayor Penny stated he's asking to go to his property line is what he understands.

Mr. Kraiger stated to his property line.

Mayor Penny stated he doesn't know anyone else in this city that can build up to the property line on any parcel.

Mr. Kraiger stated there's a house on the other side of Ridge and Flomich has an 8 foot fence right to the property line.

Mayor Penny stated that may be an old issue but at a certain point, they have to wipe the

slate clean and start new. If anyone came to this Commission and asked to build anything but a fence to the property line, he doesn't believe they would be told yes. He knows the planning department would tell them no. They are going to tell the person there are setbacks and the city has setbacks for a reason to protect the other property owners rights. They bought property based on the setbacks. He has to go back to what he's been told many times is that, it's not his opinion that counts. It's do you meet these certain criteria and the number one criteria that Mr. Kraiger does not meet, in his opinion, is a self-imposed hardship and unfortunately, it is. He cannot support this variance for him. His recommendation would be that he would have to remove the carport all the way back to the nonconforming garage. Other municipalities may make him remove the garage. The city doesn't know when it was built but that garage doesn't meet the setbacks. He doesn't want to harm him.

Mr. Kraiger stated either does the house.

Mayor Penny stated and he's not suggesting that the Commission does that but he is not in favor of making a bad situation worse.

Mr. Kraiger stated well, if the Commission would do that, they should make him move the house back because he is the only one on that whole block that does not meet that criteria.

Mayor Penny asked can you provide me any substantial, competent evidence to support that right now?

Mr. Kraiger stated in the first meeting, at the Planning Board meeting, he had people here supporting him.

Mayor Penny stated I don't need their support. I need substantial, competent evidence to support your statement you just made to me. Because I can only make my decision. This body sits here as the judge/jury.

Mr. Kraiger stated if they bring up that picture, they will see everybody on that block...

Mayor Penny asked is there a survey for those properties that can tell him how far they are from the setback?

Mr. Kraiger stated he can get it.

Mayor Penny stated no, right now.

Mr. Kraiger stated, no. He surveyed his property.

Mayor Penny stated then he can't support him unless he can give him some evidence that he hasn't created this hardship for himself, he cannot support this and he would have to ask for a motion to have him remove the carport back to the nonconforming garage.

Attorney Simpson stated the motion would be denial not to remove it, that would be the

proper motion.

Mayor Penny stated, okay.

Attorney Simpson stated it's either support or deny the variance request. If the variance request is denied then it's through administration with Code Enforcement.

Commissioner Byrnes stated he understands it's still a variance issue but he could support moving the carport between the building and the house. He would have no problem voting for that but as the Mayor said, he just sees that whole can of worms because he knows if he lived on the next house over, he would be right here asking for a variance for a carport.

Mayor Penny stated those that came to the Planning Board to support Mr. Kraiger, their opinion would not be considered in this matter. It's a legal matter that the Commission is supporting or denying variance tonight. Peoples opinion and support, unfortunately, do not play a part in the Commission's decision making process tonight.

Commissioner Byrnes stated and whether it is or not, they don't allow most carports in front yards.

Mayor Penny stated he would be all in favor of supporting a variance to all Mr. Kraiger to make it in line with the property but he thinks, he doesn't know if he would have to apply for another variance and go through the whole process again?

Mr. Forte asked a variance for what? To put it in between?

Mayor Penny stated to put it in between because he's not going to meet the setbacks.

Commissioner Byrnes stated he's in line with the house and the garage.

Mr. Kraiger stated so there would be no variance.

Mayor Penny stated there would be a variance.

Attorney Simpson stated it's not a greater encroachment. He thinks it would be okay to modify the variance. It was properly advertised and noticed to the public. If they had an issue with the variance request they would be here. If the Commission does anything, they're making it less of something that would be objectionable so he thinks it would be okay if the applicant wanted to modify the variance request so that it would go in between the structures for the Commission to vote on that issue.

Mayor Penny stated he doesn't know how anyone else feels about it. He's not in favor of going pass the current nonconforming property line.

Commissioner Currie stated she could agree with the Mayor. Unfortunately, it's a hardship that Mr. Kraiger brought upon himself. He did say that he did try to go about it the right way but unfortunately, the person that he hired went about it the wrong way and

the Commission just can't allow...

Mr. Kraiger stated so you're saying not even the 18 foot...

Commissioner Currie stated for this to occur...

Mayor Penny stated the Commission is telling Mr. Kraiger he has to move that carport.

Commissioner Currie stated the only thing she can tell Mr. Kraiger is like Commissioner Byrnes and Mayor Penny indicated and she doesn't know how the other Commissioners feel, if Mr. Kraiger wanted to adjust his variance, she would agree to allow him to place it between the house and the garage. That's the only thing that she could agree to in this situation.

Mr. Kraiger stated well, that's unacceptable.

Mayor Penny stated he understands the applicant doesn't want to accept the Commission's compromise since he sat back down in his seat. Mayor Penny stated the Commission has either an option to approve or deny.

Commissioner Byrnes stated Attorney Simpson, I assume that the applicant has standing to take action against the contractor who was supposed to get the permit and has put him in this position.

Attorney Simpson stated if he has the contract between the property owner and the contractor says that the contractor was responsible for pulling all the permits and did not then that would seem to be a breach of contract action.

Commissioner Byrnes stated, okay. Well, he would assume a contractor would know the law too but again, that's for a court to decide. He just wanted to know. As much as he would like to help Mr. Kraiger, he doesn't think that's going to happen tonight.

Mayor Penny opened public participation. No one spoke.

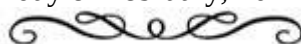
*Commissioner Penny made a motion to **DENY** the **VARIANCE REQUEST AT 314 FLOMICH AVENUE**, seconded by Commissioner Danio.*

Mayor Penny stated an affirmative **YES** will be for **denial**.

PASSED, 5-0.

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

Enacted and approved this 28th day of February, 2017, in Holly Hill



10. COMMUNICATIONS

A. City Manager and Staff Comments

1.

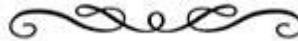
Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)

(Requested by Kurt Swartzlander, Finance)

Mr. Forte informed the Mayor and Commissioners this item is for informational purposes only. It does not need a vote.

RESULT:	INFORMATION ONLY
----------------	-------------------------

Enacted and approved this 28th day of February, 2017, in Holly Hill



B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny mentioned the five minutes for public participation and he has noticed that very few are taking the full five minutes and wanted to change it to three minutes. There was **consensus** from the Commissioners to leave it at five minutes.

D. City Commission Comments

Commissioner Byrnes mentioned it was great to see Fountainhead on track; sorry about the carport; interesting meeting.

Commissioner Currie congratulated the UBIC Lady RAMS basketball team; congratulated Commissioner Via for 40 Under 40 recognition; Fountainhead project; Marina Grande signs; appreciates all the participation they get during the meetings; taking city in the right direction.

Commissioner Danio mentioned he thinks the Commission does a great job making the right decisions; good meeting.

Commissioner Via excited about Synergy and it highlights the bright potential for Holly Hill and it's future.

11. ADJOURNMENT

The meeting adjourned at approximately 9:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MARCH 14, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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	Absent	
John Penny	Mayor	Present	

B. Invocation

Commissioner Byrnes led the invocation.

C. Pledge of Allegiance to the Flag

Commissioner Byrnes led the Pledge of Allegiance to the Flag.

Mayor Penny asked for a motion to excuse Commissioner Via from the meeting tonight.

*Commissioner Currie made a motion to **EXCUSE** Commissioner Via, seconded by Commissioner Danio.*

PASSED, 4-0.

Mayor Penny stated there are some amendments to the agenda this evening.

Mr. Forte stated with his apologies, he has to let the Commission and the public know that there was an error in the advertising of the public hearings. They didn't get the advertising done within a 10 day period. So, none of the public hearings can be heard this evening. They will all be advertised again this Saturday and heard as public hearings on March 28th.

Mayor Penny stated, thank you. So, if there is anyone here for the public hearings, they won't be discussing them this evening.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

Attachment: Minutes - March 14, 2017 - Regular City Commission and CRA meeting (1621 : Minutes)

1.

Resolution 2017-R-19 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Carter Electric to Bury Overhead Utilities in Accordance with Sealed Bid #13 St 03 Phase III on US1 from Mason Avenue to Walker Street; and Providing Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated this is the next stage of the overhead to underground process. This is burying the primary FPL lines that go from Mason Avenue through Walker Street. The Commission saw the bid number that's in there, they might have seen correspondence that talked about the discount that the city gets for the construction cost of 25% and they city has to reach three pole lane miles in order to achieve that discount and the city isn't there yet but the city is able to accomplish that three mile criteria in phases and when they have to start the next phase within a year after completing the first phase and the city will be on target to go ahead and do that. The other thing the Commissioners have to be aware of is the start to, for AT&T and Bright House to come off the poles or Spectrum to come off the poles, will happen only after FPL comes off the poles. So, it's going to take about this time next year before they will see AT&T and Bright House start to move their items from the poles and then the poles come down sometime after that. So, the city is going to proceed with this portion of the undergrounding of the primaries for Mason through Walker. Carter Electric is in the audience if the Commission has any other questions for them. They are set to move forward.

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 14th day of March, 2017, in Holly Hill



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

5. **PUBLIC COMMENTS**

John Cabrey, 737 State Avenue, Holly Hill, spoke to the Mayor and Commissioners about the multiple issues he has brought to the city about trash/litter within the city; mentioned that he has joined with the city to help clean up his area in the community and thanked the Police Department for their efforts in helping with the issues.

6. **APPROVAL OF MINUTES**

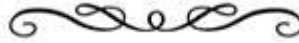
1.

Minutes - February 28, 2017 - Workshop Session

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of March, 2017, in Holly Hill



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

Mayor Penny asked if any member of the Commission would like to pull an item from the Consent Agenda for further discussion and if any member of the audience would like to discuss any item on the Consent Agenda. No one spoke or pulled an item.

1.

Labor Attorney Rate Adjustment

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 14th day of March, 2017, in Holly Hill



2. Resolution

Resolution 2017-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Gilles Blais to the Bicycle and Pedestrian Advisory Committee (BPAC).

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 14th day of March, 2017, in Holly Hill



3. Resolution

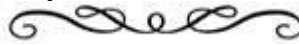
Resolution 2017-R-24 a Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2016-2017 Annual Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

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

RESOLUTION

Enacted and approved this 14th day of March, 2017, in Holly Hill



4.

TPO Project Carry Forward Request to the TPO to Carry Forward Projects on the Project Priority Lists.

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

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

Enacted and approved this 14th day of March, 2017, in Holly Hill

**8. REGULAR AGENDA**1. Resolution

Resolution 2017-R-22 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract with Carter Electric to Bury Overhead Utilities in Accordance with Sealed Bid #13 St 03 Phase III on US1 from Mason Avenue to Walker Street; Providing for Severability; and Providing for an Effective Date.

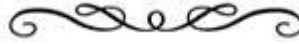
(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 14th day of March, 2017, in Holly Hill



9. PUBLIC HEARINGS

Postponed to the March 28th City Commission meeting due to the legal ads incorrectly advertised per, F.S. 166.041(2).

1. Ordinance

Ordinance 2987 An Ordinance of the City of Holly Hill, Florida, Amending Section 82-322 (Evaluation of Request for Accommodation Pursuant to the Fair Housing Act) of the City of Holly Hill Code of Ordinance to Incorporate Recent Changes in Federal Law Regarding the Review and Approval of Group Homes; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
----------------	------------------------------	--------------------------------



2. Ordinance

Ordinance 2988 An Ordinance of the City of Holly Hill, Florida, Adopting a Twelve (12) Month Moratorium on the Approval of Any Development Order or Issuance of Any Business Tax Receipt for the Growing, Processing, Manufacturing, Distribution, Dispensing and Selling of Medical Cannabis Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
----------------	------------------------------	--------------------------------

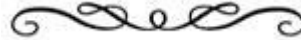


3. Ordinance

Ordinance 2989 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from City of Holly Hill R-7 Medium Density Multi-Family Residential to City of Holly Hill R-3 Medium Density Single-Family; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
----------------	------------------------------	--------------------------------



4. Ordinance

Ordinance 2990 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Rezoning the Parcels Described in Exhibit "A" to City of Holly Hill CC-1 Commercial Corridor; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
----------------	------------------------------	--------------------------------



5. Ordinance

Ordinance 2991 An Ordinance of the City of Holly Hill, Florida, Approving the Fountainhead Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
----------------	------------------------------	--------------------------------



6. Ordinance

Ordinance 2992 An Ordinance of the City of Holly Hill, Florida, Approving the Sixth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

RESULT:	MOVED TO NEXT MEETING	Next: 3/28/2017 7:00 PM
---------	-----------------------	-------------------------



10. COMMUNICATIONS

a. City Manager and Staff Comments

A. City Manager and Staff Comments

Mr. Forte stated he has two items. He has two applications that are being sent to the Fish and Wildlife Commission and the other one is for FIND, the Florida Navigation District and these are to request dollars to assist in removing derelict vessels from Halifax River. Staff thought they had a program in place working through the County and it turns out that program is not in place and that the city needs to try to apply for these dollars as soon as possible. One is for \$11,075 and the other is for \$2,768.75. The money needs to be laid out and then will be reimbursed if the city gets the grant awarded. He just needs the Commissioners authorization to allow him to sign for these and get the process started.

*Commissioner Danio made a motion to **AUTHORIZE the City Manager to sign the grants and get the process started**, seconded by Commissioner Byrnes.*

Mayor Penny opened public participation. No one spoke.

PASSED, 4-0.

Mr. Forte stated the second item he wants to discuss is with regards to the Fountainhead project. As they know, that item was postponed for this evening but part of tonight's discussion was going to also include notice to the Commission that they will be seeking an extension to the purchase and sale agreement and that comes for a couple of reasons. One, is there was a two-week delay on the Board of Planning and Appeals meeting, there's a two-week delay as a result of tonight's cancelled meeting. In addition to, Fountainhead is working with a lender who he has been in communication with and that lender is requesting certain documents from the developer and it's going to take time for those documents to be presented and for the Board of Directors to authorize the lending agency to provide those funds. So, by the next meeting, on March 28th, he is hoping that they will have a more solid answer from the architect and engineer who is going to be providing the information to the bank and then the bank can then tell the Commission how long it's going to take to get the dollars approved for the loan. In addition to that, there's a requirement in the contract that said that the developer needs to produce approximately \$5 million in order to closing. Part of this process will determine what the actual cost of Phase 1 is going to be. For example, if Phase 1 comes in at \$4 million then that should be the requirement to go to closing. If it comes in at \$5.5 million then that should be the requirement of closing. The complication comes in if the city requires them to have \$5 million and the value of the product is only \$4 million, there's no bank that's going to give them \$5 million. So, the city would be asking for an undue, almost an impossible loan to be achieved if the value of the development doesn't hit that threshold. So, that will also be part of the extension to that contract.

Commissioner Currie asked what is the extension date that you're looking at?

Mr. Forte stated I don't know at this time. My rough calculation, based on what I think the deliverables are and what the demands of the bank, they are probably looking at closing somewhere around August.

Mayor Penny stated and the one thing that was discussed, with the extension, there would be an additional \$25,000 nonrefundable deposit.

Mr. Forte stated, correct. It would be the additional \$25,000 and while the Mayor has mentioned, there was supposed to be an additional \$15,000 deposit, which the city will also delay that for another two weeks because he doesn't think it's fair that Fountainhead puts their nonrefundable deposit down and the Commission didn't make the decisions tonight that they were expecting.

Commissioner Danio asked about the \$4 million versus the \$5 million.

Mr. Forte stated when Mr. Meyer goes to build, he's going to get engineers estimates that's going to say, based these drawings and the...there's a table out there that kind of dictates and determines what the value, the construction value of these items are and that's how they come up with an approximate cost of construction. So, based on that, they will have an engineers' estimate to present to the bank that says it's going to cost "x" number of dollars to build what we're showing you here on paper.

Commission Danio asked is the bank going to approve regardless of whatever he estimate is?

Mr. Forte stated, no. That's not necessarily true.

Commissioner Danio stated he thought so. That's why he was wondering.

Mr. Forte stated, no. The bank still has to agree to get Mr. Meyer the loan. Now, the city is also looking for, to go to closing, is the loan commitment, not necessarily dollars in hand. So, in other words, the bank may say, "here's a letter of loan commitment for you that when you do go to closing, you can then draw down from that loan "x" number dollars."

Commissioner Danio stated that loan commitment won't necessarily match the...

Mr. Forte stated it will. The loan commitment has to match the value of the construction.

Commissioner Danio stated in order for the city to move forward.

Mr. Forte stated in order for Mr. Meyer to go to closing. The loan commitment plus any cash he brings to the table has to total the value of the construction.

Commissioner Danio stated but that's not a guarantee according to the engineers chart

that Mr. Forte just talked about.

Mr. Forte stated he doesn't know what he's going to qualify for in terms of...

Commissioner Danio stated that's what he's saying. There's no guarantee. It's just a chart to go by.

Mr. Forte stated, right. The engineers' just going to say it's worth this much and then the banks are going to say, "we're either going to lend you that much or we're going to lend you this much and then you have to come up with the balance in order to go to closing."

Commissioner Danio stated, right.

Mr. Forte stated he just wanted to see if the Commission had any concerns with that process as they start to move forward.

Commissioner Byrnes stated at one point he thought they were talking cash. So, where does this leave the city if there's a default?

Mr. Forte stated it doesn't. Mr. Meyer was originally going to use cash to purchase the land, now he is going to use bank money to buy the land and then the balance of the bank money to do the construction. So, Mr. Meyer still has cash he's bringing to the table, about 20% based on that \$5 million. So, where does it leave the city in case of default? If Mr. Meyer buys the property, the city has the money.

Commissioner Byrnes stated so then the bank owns it, Mr. Meyer defaults to the bank.

Mr. Forte stated the bank would put a note on it that he owes the bank but the city will have the purchase money. So, in other words, if Mr. Meyer has to spend half million dollars on buying that land, the city has that money and then if Mr. Meyer doesn't perform then the bank wants to foreclose on him, that's between him and the bank. The city will have had its money.

Commissioner Byrnes stated and if the bank forecloses, they can do anything they want with that property that's within the zoning.

Mr. Forte stated, right. Well, it will be zoned a MPUD so the bank would have to handle it that way and any future buyer would then have to come back and probably rezone land.

Commissioner Byrnes stated, right. Thank you.

Attorney Simpson stated they would have to move their headquarters there.

Commissioner Currie stated so the verbiage in the Ordinance is going to be changed now to read what Mr. Forte just stated to the Commission.

Mr. Forte stated the language in the ordinance, which had already been changed for the effective date, will be changed to...it doesn't matter when the PUD becomes effective,

that's the zoning that goes with the land. What's more important is the loan commitment and the closing on the property. That's the trigger that holds everybody accountable.

Commissioner Currie stated she wants to make sure that the verbiage is going to be changed for the extension pending the engineering and the banking commitment, so that's going to be in there now?

Mr. Forte stated that's going to be in there and it's going to say something along the lines of that Mr. Meyer has to have \$5 million dollars or the value that the engineering estimate comes back and the bank has the loan.

Commissioner Currie stated, correct.

Mayor Penny stated and the purchase contract will have to be amended.

Commissioner Currie stated, right.

Mr. Forte stated the contract has to be extended. The contract expires May 31st. Mr. Meyer isn't going to have that by May 31st.

Attorney Simpson asked if the Commission is agreeing to extending it?

Mr. Forte stated that's what they are talking about. It's going to come back to the Commission...

Attorney Simpson stated oh, it's going to come back but they're not putting language in there now for it.

Mr. Forte stated, no. This is what's coming back.

Commissioner Currie stated they're discussing it for the next meeting.

Mr. Forte stated nothing's changing here tonight.

Commissioner Currie stated which, she completely appreciates, due to the fact, that she's not going to be here at the next meeting, so she completely appreciates this. The second thing is, the Phase 1 actual cost, is there something about that, that's going to change?

Mr. Forte stated that's the engineers estimates.

Commissioner Currie stated so, it will all be wrapped up. Okay, she's happy with that.

Commissioner Danio asked who is the engineer?

Mr. Forte stated Mr. Meyer is using Joe Hopkins as his engineering service. He's a known engineer in this community and he is doing the design work for him.

Mayor Penny stated so, up until now, the drawings have been 30,000 foot estimates, until

you have the engineer certified drawings, they don't know exactly how thick the wall has to be, how much concrete has to be in there, all these construction variables.

Commissioner Currie stated they've been huge guesstimates.

Mayor Penny stated they've been estimates and so, the bank won't lend money on a guesstimate. So, they have to get the engineer drawings to figure out then how much is it going to cost to build those drawings...

Commissioner Danio stated he understands all of that...

Mayor Penny stated then how much will the bank lend...

Commissioner Danio stated he's just trying to see whose team is the engineer working for.

Mr. Forte stated the engineer works for the developer.

Commissioner Danio stated, right. Mr. Meyer's team.

Mayor Penny stated, right.

Commissioner Currie stated however, the engineer has his name stamped on it too.

Mr. Forte stated, right and Mr. Meyer can't fudge that and the bank has to verify that too. The bank is the one that's on the hook for lending the money based on what's being presented. So, the bank...they have a Board of Directors.

Attorney Simpson stated and they get an appraisal based on the drawings and those estimates.

Commissioner Danio stated, okay.

Mayor Penny stated so that will be coming back at the next meeting.

B. City Attorney Comments
None.

C. Mayor's Comments

Mayor Penny announced that the 14th Annual Easter Egg Event will be at City Hall on Saturday, April 8th from 10:00 AM to 12:00 PM. If anyone is interested in being a vendor, the cost is \$50.00 which gives them a place to set up, advertise their business or church and 300 candy filled plastic eggs.

D. City Commission Comments

Commissioner Byrnes mentioned it is nice to see life come back to the area with Bike Week, tourists and visitors; businesses are busier than they have been in a long time.

Commissioner Currie mentioned she had the opportunity to attend the IEMO III

Leadership Challenge session and it was a very good class; she likes the idea about the new way for the Easter Egg Event, this will be good; she will be absent for the next meeting.

Commissioner Danio agreed with Commissioner Byrnes about the Bike Week traffic and good for the businesses.

Mayor Penny reminded everyone about the VLC dinner in Pierson; spoke about the Faith Organization, more information coming forward about that; Faith Organization invites elected officials to a meeting and will be asking if the cities will be donating funds, he will attend but will not give a commitment to funding anything at this time, the city supports it but will not know how much the city will commit at this time but will support it to the city's best abilities and will know more once they start going through the budget cycle. There was **consensus** for the Mayor to say that the city supports the organization and future funding will be determined during budget period.

11. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.



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

**City Commission
Agenda Item**

MEETING DATE: March 28, 2017
FROM: Kurt Swartzlander
SUBJECT: RFP for Compensation and Classification Study
NUMBER: (ID # 1626)
APPLICANT:
PLANNER:

DISCUSSION:

At the February 28th City Commission Workshop the City Commission directed the staff to prepare an RFP for a Compensation and Classification Study.

FISCAL

ANALYSIS:

The City Budgeted \$20,000 in the FY16-17 budget for this purpose.

STAFF RECOMMENDATION:

Review and recommend any changes to the attached Draft RFP. After approval staff will publish through the Vendorlink Website following our normal purchasing procedures.

COMMISSION

GOAL:

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

MOTION:

Motion to approve after review and acceptance of any recommended changes.

- RFP Compensation and Classification Study (DOCX)

City of Holly Hill

1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone (386) 248-9440
Fax (386) 248-9497

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Compensation and Classification Study

RFP NUMBER: 2017 – HR – 2

RFP OPENING DATE & TIME: April 25, 2017 at 2:00 PM

RFP DEADLINE FOR QUESTIONS: April 18, 2017 at 5:00 PM

RFP OPENING LOCATION: 1065 Ridgewood Avenue, Holly Hill, FL 32117, City Hall,
Large Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

Attachment: RFP Compensation and Classification Study (1626 : RFP for Compensation and Classification Study)

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of VendorLink (www.myvendorlink.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than VendorLink, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of the authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

MINORITY POLICIES: The City of Holly Hill, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or

article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Holly Hill reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Holly Hill and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Holly Hill, located in east central Florida on the banks of the Halifax River (Intra-Coastal Waterway) bounded on the north by Ormond Beach and the south by Daytona Beach, has issued this Request for Proposals with the sole purpose and intent of obtaining bids from interested qualified firms licensed to do business in the State of Florida offering to perform **Classification and Compensation with Other Related Services** in accordance with the specifications stated and/or attached herein/hereto.

The City of Holly Hill operates under a Commission-Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, and public works; to include a water treatment facility and wastewater treatment facility. The City currently employs 107 full-time employees, many of which are represented by three labor unions. The City's total budget is \$38,214,200 which includes the General Fund, Enterprise Funds (Water, Sewer, Stormwater and Solid Waste), a Community Redevelopment Area (CRA), and other minor funds. The City is approximately 4.50 square miles and serves a population of approximately 11,943 residents. The City employs approximate 107 full-time and 8 part-time employees. The City's existing classification and compensation system consists of 64 classifications with 30 pay grades which covers the employees and 5 members of the City Commission.

The purpose of this RFP is to receive proposals from qualified consultants to conduct a comprehensive classification and compensation study. The study should analyze and address the City's pay plan rules, policies, salary structure, compression/equity issues, benefits, and total compensation comparisons.

II. SCOPE OF SERVICES

The consultant will review the City's salary and benefit structure and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position. The consultant will provide a prioritized list of recommendations and sufficient information to support implementation, including related costs (or savings).

Compensation to be considered includes salaries, wages, supplemental pay, paid leave benefits, retirement, health and wellness benefits, tuition assistance, and other employer provided benefits.

The study shall include but is not limited to the following:

- Examination of all job descriptions to include a review of position FLSA designations; essential functions; minimum qualifications, license requirements, working conditions, etc.; provide recommended updates and/or changes
- Establish criterion for the selection of survey participants with City staff members; prepare/create survey, send to the agencies and prepare an analysis based on the results
- Conduct salary survey and analysis to include all 64 classifications which covers approximately 107 full-time employees and 5 members of the City Commission
- Comprehensive study and analysis to include the benefit package as it relates to vacation/personal/sick accruals, holidays and other types of paid time off, group insurance, tuition assistance, retirement, additional compensation (cell phone, auto allowances)
- Conduct interviews with employees from the various work areas and meetings with staff as needed
- Prepare and deliver presentations to the City Commission
- Establish an equitable classification methodology and salary ranges to provide for the recruitment and retention of qualified staff; equitable relationships of one job to another within the organization and address compression/equity issues between pay grades and classifications
- Provide recommendations to classify/reclassify positions as appropriate
- Review department staffing and organizational structures and make recommendations/proposals

- Evaluate existing compensation policies and propose any recommended changes
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include an estimated fiscal impact ; with options for a 3-year and a 5-year implementation
- Develop an ongoing internal maintenance of the plan

ADDITIONAL SERVICE – (please provide cost of service as a separate item)

- Develop and recommend a new or revised performance appraisal form and procedure which supports the classification and compensation plan

The City will provide the following to the selected consultant (as requested):

- All current pay plans and previous pay plans as requested
- History of salary adjustment information
- Current employee salary information with tenure information
- Personnel/position control records
- Current personnel policies
- Job descriptions
- Organizational charts
- Summaries of group insurance and benefit information
- Performance evaluation information

If awarded, a contract to provide these services will be effective on the date the contract is approved by the City of Holly Hill, City Commission. Please provide a projected timetable to include the start date of services to the completion of project with the submittal.

III. MINIMUM QUALIFICATIONS

To be considered by the City, the consultant must have successfully performed similar work for public sector entities in the same geographical area.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

- A. Background of firm: Provide an overview of the consulting firm, including information on size, years in business, and location of office.
- B. Experience: Identify team roles, responsibilities, and individual qualifications.
- C. Referrals: List a minimum of three (3) current or within the last (3) years references, include contact name, phone number, email, and list of similar services provided.

- D. Fees: Describe proposed fee basis and amount, and any options for and cost impact of adding or removing services, whether or not included in this RFP.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Human Resources Manager at (386) 248-9440, or by e-mail at: dcole@hollyhillfl.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Holly Hill.

Deadline for Submission: To be considered, proposals must be received no later than Tuesday, April 25, 2017 at 2:00 PM.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Diane Cole
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
Telephone: (386) 248-9440
FAX: (386) 248-9448
dcole@hollyhillfl.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Valerie Manning, City Clerk, City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document and registered through the vendorlink website.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Holly Hill will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of three City staff members. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
 Ability to meet City's goals and objectives (30 points)
 Fee Schedule (10 points)
 References (30 points)

Responsive proposals will be ranked in each of the criteria.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Holly Hill reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Holly Hill reserves the right to reject any or all proposals, and to waive informalities as may be deemed to be in the best interest of the city.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

- 1. **Hold Harmless**
 - (a) **General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be

covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits,

or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Holly Hill
Request for Proposals (RFP)
Compensation and Classification Study
(RFP No. 2017 – HR - 2)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Holly Hill
Request for Proposals (RFP)
Compensation and Classification Study
(RFP No. 2017 – HR - 2)**

CITY OF HOLLY HILL, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

City of Holly Hill
Request for Proposals (RFP)
Compensation and Classification Study
(RFP No. 2017 – HR - 2)
CITY OF HOLLY HILL, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

Company Name

Authorized Signature

Print Name

Title



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

**City Commission
Agenda Item**

MEETING DATE: March 28, 2017
FROM: Steve Aldrich
SUBJECT: Special Law Enforcement Trust Fund Expenditure - Florida FBI
NAA Training
NUMBER: (ID # 1623)
APPLICANT:
PLANNER:

DISCUSSION:

This year the local chapter of the Federal Bureau of Investigation National Academy Association (FBI NAA) is hosting the Statewide Training Conference in Daytona Beach Shores, May 5-8. The annual training conference is designed to ensure that all attendees continue to keep current on the latest trends in Law Enforcement training, equipment, and the challenges. This year's training focuses on building community relationships, de-escalation training, and combating terrorism.

Each agency on the host committee has been requested to donate \$500.00 from our Special Law Enforcement Trust Fund Accounts to defray to cost of the training, which is an approved expenditure of the monies. (F.S. 932.7055(5)(a), (b))

FISCAL

ANALYSIS:

This is a request to expend \$500.00 from the Special Law Enforcement Trust Fund: 110-2120-521-55-01.

STAFF

RECOMMENDATION:

Approval of the expenditure of \$500.00 from the Special Law Enforcement Trust Fund Account to be used solely as a donation towards the Florida FBI NAA Training being hosted in Daytona Beach Shores.

COMMISSION

GOAL:

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

MOTION:

Motion to approve the expenditure of \$500.00 from the Special Law Enforcement Trust Fund to be used by the Florida FBI NAA for the training conference being hosted in Daytona Beach Shores.

- Florida FBI NAA Training agenda - May 2017 (PDF)
- FBI NAA -2017 (PDF)



SAVE THE DATE:

May 5-8, 2017

At the request of 2017 President Tim Cannon, the Florida FBINAA, Inc has scheduled a mini-retraining conference, at the Shores Resort and Spa, Daytona Beach Shores, FL.

Our by-laws require an annual meeting and training event. In the past, we have scheduled this event at the Section III Conference which this year is in Washington, DC.

The training event will not include a spouse program or a kids program. We will have approximately 12 hours of training, our annual board meeting, and we will elect a 3rd Vice President (from the Miami District). An excellent opportunity for in state networking for those unable to attend the National Conference. Vendors will be on hand to display their products.

Additional information will be forth coming.

Stay safe

Bill Hall/Secretary-Treasurer

floridafbinaa@gmail.com

Schedule***Friday May 5, 2017***

Board Meeting

Dinner at Portofino

Hospitality Room opens

Saturday May 6, 2017

Golf 8am-2pm

Registration 9am-5pm

Brew Tour 11am-3pm

Vendor Reception 4pm-6pm

Presidents Reception 6pm-8pm

Hospitality Room

Sunday May 7, 2017

Continental Breakfast 7am-8am

Opening Ceremonies 8am-9am

Coffee Break 10am-10:30am

Lunch 12noon-1pm

Classes 9am-5pm

Tortugas Baseball and Bar-B-Que 5:30pm-9pm

Hospitality Room

Monday May 8, 2017

Continental Breakfast 7am-8am

Classes 8am-Noon

Coffee Break 10-10:30

Lunch Noon-1pm

Board Meeting 1pm-3pm



The Florida FBI National Academy Associates, Inc.

P.O. Box 214734 • South Daytona • Florida 32121



Dear Sponsor,

Started in 1935, the FBI National Academy is considered the premier law enforcement training program in the world. Less than one half of one percent of all law enforcement officers nationwide are selected to attend the three months of intensive classroom and physical training at the FBI Academy in Quantico, Virginia. To date there have been over 38,000 graduates, as one in seven law enforcement agencies in the world is led by a graduate of the FBI National Academy. The Florida Chapter of the FBI National Academy Associates (FBINAA) is comprised of almost 1,000 Florida law enforcement professionals, all of whom have graduated from the FBI National Academy.

The Florida FBINAA conducts annual retraining events in our state to provide instruction on the most current law enforcement topics for our members. Our 2017 retraining event is being held in Daytona Beach Shores, at the beautiful Shores Resort and Spa, May 5-8, 2017.

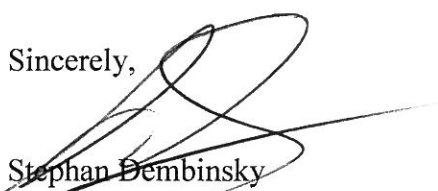
The graduates attending this event are the current and future leaders of Law Enforcement in Florida. The 2017 event is being hosted by the Daytona Beach Shores Department of Public Safety with assistance from our other local law enforcement partners.

The Florida Chapter does not receive any funding for our annual events from the FBI and therefore must solicit contributions to offset the expenses associated with this event. Sponsorships and donations help defray the cost of this training conference to the attendees and will truly be appreciated. I am also requesting training donations from local law enforcement agencies utilizing forfeiture monies. All of the money donated will go directly to training expenses.

The Florida Chapter of the FBINAA is designated a 501 (c)3 corporation.

On behalf of our entire association, I want to personally thank you for your generous support of this event.

Sincerely,


Stephan Dembinsky

Director - Daytona Beach Shores Department of Public Safety
FBI National Academy — 188th Session

Attachment: FBI NAA -2017 (1623 : Special Law Enforcement Trust Fund Expenditure - Florida FBI NAA Training)



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

**City Commission
Resolution**

MEETING DATE: March 28, 2017
FROM: Joseph Forte
SUBJECT: Resolution 2017-R-26 A Resolution of the City of Holly Hill, Florida,
Approving the Sale of 9.42 Acres Located at 1200 Center
Avenue, Holly Hill, Florida.
NUMBER: (ID # 1625)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission and the Board of Directors of the Holly Hill Community Redevelopment Agency approved the sale of the property at 1200 Center Ave on January 24, 2017. The attached Purchase and Sale agreement has some amendments from the previous approved agreement specifically changing Section 18. Additional Terms.

This Resolution is being presented for consideration of the amended agreement.

FISCAL ANALYSIS:

Included in the previously approved incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign the agreement to sell approximately 9.42 acres of the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in Section 18 of the Agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2017-R-26, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SALE OF THE PROPERTY.

ATTACHMENTS:

- Vacant Land Contract - Sale & Purchase (PDF)

Resolution No. (ID # 1625)**RESOLUTION 2017-R-26 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2017-R-26**

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

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

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

WHEREAS, the City Commission and the Community Redevelopment Agency had approved a purchase and sale agreement with Synergy Billing on September 22, 2015, which expired and again on January 24, 2017 which is in need of amending; and

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

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

SECTION 1. The City of Holly Hill, hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 to include the amendment to Section 18, Additional terms, and authorizes the City Manager to execute a purchase and sale agreement.

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

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

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

adoption.

APPROVED AND AUTHENTICATED on this 28th day MARCH, 2017.

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

**PARTIES AND DESCRIPTION OF PROPERTY**

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

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

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

all contents in the structures.

PRICE AND FINANCING

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

(a) \$ 50,000.00 Deposit received (checks are subject to clearance) see additional terms, _____ by
 _____ for Jeffery C. Sweet Trust Account ("Escrow Agent")
 Signature Name of Company

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

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

(d) \$_____ Other: _____

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

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

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

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

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

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

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

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

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

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

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

CLOSING

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

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

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

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

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

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

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

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

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

PROPERTY CONDITION

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

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

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

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

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

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

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

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

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

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

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

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

TITLE

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

DEFAULT AND DISPUTE RESOLUTION

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

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

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

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

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

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

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

ESCROW AGENT AND BROKER

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

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

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

Real Estate Licensee

Real Estate Licensee

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

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

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its February 22, 2017 special meeting and approved by the City Commission no later than March 28, 2017. If any one of the above dates is not met, either party has the right to terminate this Contract.

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

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

-Prior to the closing Buyer must submit evidence satisfactory to the City of financing sufficient to complete all of Phase I as identified in the MPUD rezoning with an estimated cost of \$5,000,000.00, which shall be adjusted to reflect projected construction costs once engineered constructions plans are finalized. Financing shall consist of cash and/or a loan commitment(s).

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

9.1.a

96* -The deposit shall be paid as follows: \$10,000 shall be paid to the escrow agent within 3 days of execution
 97* of this Agreement buy the Buyer. The Buyer shall deposit an additional \$15,000 on March 29, 2017.
 98* The final deposit of \$25,000 shall be deposited by May 31, 2017. The escrow agent shall
 299* be Jeffrey C. Sweet and deposit checks shall be payable to Jeffrey C. Sweet Trust
 300* Account. Buyer shall have until March 28, 2017 to perform all necessary due diligence and feasibility study as
 301* provided to in Paragraph 6(c)(1) above.

302*
 303*
 304*
 305*
 306*
 307*
 308*
 309*
 310*
 311*
 312*
 313*
 314*
 315*
 316*
 317*
 318*
 319*
 320*
 321*

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

323 OFFER AND ACCEPTANCE

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

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

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

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

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

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

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

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

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.



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

**City Commission
Resolution**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Resolution 2017-R-27 A Resolution of the City of Holly Hill, Florida, Approving the Submittal of an Application to the Volusia Transportation Planning Organization (TPO) for XU Bicycle/Pedestrian Funding for the Center Avenue Phase 1 Sidewalk Project; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 1628)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

Each year the City has the opportunity to submit project to the TPO for inclusion in the transportation work program. This request is for construction funding for sidewalk improvements on Center Avenue between LPGA Boulevard and Flomich Street.

BACKGROUND:

During the past year the City received funding for a feasibility study for the sidewalk improvements included in the Center Avenue Phase 1. The feasibility study preliminary report has been received, and we are awaiting the final report. In order to be placed on the priority lists for construction funding, the City must submit a new application for the project. This application is presented to request construction funding.

DISCUSSION:

The draft application has been prepared based on the preliminary feasibility report. Applications are due to the TPO by March 31, 2017, and the application will be submitted using the best available data. Once the final feasibility study is received, we will submit updated information for consideration. The primary change from the preliminary to the final application is likely to be the cost.

The second item of uncertainty in the application is who will perform the design and construction management under the LAP program. The City staff has approached Volusia County about doing the project, and despite an early commitment, the County staff has not confirmed their willingness to do the work. The City staff is meeting with FDOT staff to see if they will assume the design roll. If neither agency agrees to assist the City, we will need to become certified for the project, which is an extensive process covering 8 to 10 months, or we will have to find another partner. The determination of the LAP agent is required as part of the

application and will need to be added once this agent is determined.

The City is required to commit 10% of the design and construction budget, and the resolution being offered is a statement of this commitment. The draft application attached as an exhibit to the agenda item is the proposed submittal subject to the modifications discussed above. The sidewalk project, once completed, will be part of the network being proposed to support the Holly Hill School and the residential areas along Center Avenue.

FISCAL**ANALYSIS:**

The City is required to commit 10% of the design and construction cost of \$937,667 or approximately \$93,770. These funds will need to be budgeted in the Fiscal Year 2017-18 budget utilizing the second local option gas tax.

STAFF**RECOMMENDATION:**

Approve the resolution to submit the Center Avenue Sidewalk Phase 1 to the TPO for inclusion in the construction program.

MOTION:

APPROVE RESOLUTION 2017-R-27, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR XU BICYCLE/PEDESTRIAN FUNDING FOR THE CENTER AVENUE PHASE 1 SIDEWALK PROJECT.

ATTACHMENTS:

- Center Draft Application (PDF)

Resolution No. (ID # 1628)

RESOLUTION 2017-R-27 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION (TPO) FOR XU BICYCLE/PEDESTRIAN FUNDING FOR THE CENTER AVENUE PHASE 1 SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-27

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR XU BICYCLE/PEDESTRIAN FUNDING FOR THE CENTER AVENUE PHASE 1 SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists a need to construct improved sidewalk on Center Avenue between LPGA Boulevard and Flomich Street; and

WHEREAS, the Volusia TPO has issued a call for projects for XU Bicycle/Pedestrian Projects; and

WHEREAS, the City of Holly Hill desires to submit the project for funding consideration.

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

SECTION 1. The City Commission of the City of Holly Hill hereby authorizes the submittal of an application for XU funding through the Volusia TPO for a sidewalk project on Center Avenue between LPGA Boulevard and Flomich Street.

SECTION 2. The City Commission of the City of Holly Hill hereby commits to the provision of ten (10%) percent of the construction funds required for the project.

SECTION 3. 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 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this **28th** day of **MARCH**, 2017.



2017 Application for Project Prioritization – PROJECT IMPLEMENTATION

Bicycle/Pedestrian and B/P Local Initiatives Projects

Project Title: CENTER AVENUE SIDEWALK PHASE 1

Applying Agency (project sponsor): CITY OF HOLLY HILL

Date: MARCH 28, 2017

[Attach a copy of the completed Feasibility Study, or explain in the space provided below for commentary why a Feasibility Study is not attached.]

Commentary: _____

Attach a completed copy of FDOT's Project Information Application Form.

Criteria Summary:

Priority Criteria	Points
(1) Proximity to Community Assets	20
(2) Connectivity and Accessibility	20
(3) Safety/Security	20
(4) Contribution to "Livability" and Sustainability in the Community	10
(5) Enhancements to the Transportation System	10
(6) Project Readiness	5
(7) Public Support/Special Considerations	5
(8) Local Matching Funds > 10%	10
(9) Value-Added Tie Breaker (if necessary)	variable
Total (excluding Value-Added Tie Breaker)	100

Criterion #1 – Proximity to Community Assets (20 points maximum)

This measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths and Transportation Alternatives Activities or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed overall, and individual point assignments will be limited as listed below.

List and describe how the facilities link directly to community assets and who is being served by the facility. Show each of the Community Assets on a Project Area Map through the use of a buffer and describe in the space provided.

Proximity to Community Assets	Check All that Apply	Max. Points
Residential developments, apartments, community housing	☒	4
Activity centers, town centers, office parks, post office, city hall/government buildings, shopping plaza, malls, retail centers, trade/vocational schools, colleges, universities	☒	4
Parks, trail facilities, recreational facilities	☒	4
Medical/health facilities, nursing homes, assisted living, rehabilitation center	☒	4
School bus stop (K-12)	☐	2
Schools (K-12)	☒	2
Maximum Point Assessment		20

Criterion #1 Description (if needed): SEE ATTACHED DESCRIPTION

Criterion #2 – Connectivity and Accessibility (20 points maximum)

This measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. Does the project enhance mobility or accessibility for disadvantaged groups, including children, the elderly, the poor, those with limited transportation options and the disabled?

List and describe how this project fits into the local and regional bicycle/pedestrian networks and/or a transit facility. Depict this on the map and describe in the space provided.

Network Connectivity and Accessibility	Check All that Apply	Max. Points
Project provides access to a transit facility	☒	5
Project extends an existing bicycle/pedestrian facility (at one end of the facility)	☐	5
Project provides a connection between two existing or planned/programmed bicycle/pedestrian facilities	☐	5
Project has been identified as “needed” in an adopted document (e.g., comprehensive plan, master plan, arterial study)	☒	5
Maximum Point Assessment		20

Criterion #2 Description (if needed): SEE ATTACHED DESCRIPTION

Criterion #3 – Safety/Security (20 points maximum)

This measure provides additional weight to applications that have included safety as a component of the overall project and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns.

List and describe whether the proposed facility is located within a “hazardous walk/bike zone” in the River to Sea TPO planning area and provide documentation that illustrates how bicycle or pedestrian safety could be enhanced by the construction of this facility.

For more information, contact Volusia or Flagler County School District Student Transportation Services and refer to Florida Statute 1006.23.

Safety/Security	Check All that Apply	Max. Points
The project is located in an area identified as a hazardous walk/bike zone by Volusia or Flagler County School District Student Transportation Services and within the River to Sea TPO planning area. If applicable, provide documentation.	☒	10
The project removes or reduces potential conflicts (bike/auto and ped/auto). There is a pattern of bike/ped crashes along the project route. The project eliminates or abates a hazardous, unsafe, or security condition in a school walk zone as documented in a school safety study or other relevant study. If applicable, provide documentation such as photos or video of current situation/site or any supportive statistics or studies.	☒	10
Maximum Point Assessment		20

Criterion #3 Description (if needed): SEE ATTACHED DESCRIPTION

Criterion #4 Contribution to "Livability" and Sustainability in the Community (10 points maximum)

This measure considers how the project positively impacts the "Livability" and Sustainability in the community that is being served by that facility. Depict assets on a project area map and describe in the space provided.

Contribution to "Livability" and Sustainability in the Community (Maximum 10 Points)

- Project includes traffic calming measures
- Project is located in a "gateway" or entrance corridor as identified in a local government applicant's master plan, or other approved planning document
- Project removes barriers and/or bottlenecks for bicycle and/or pedestrian movements
- Project includes features which improve the comfort, safety, security, enjoyment or well-being for bicyclists, pedestrians, and/or transit users
- Project improves transfer between transportation modes
- Project supports infill and redevelopment consistent with transit-oriented design principals and strategies are in place making it reasonably certain that such infill and redevelopment will occur
- Project supports a comprehensive travel demand management strategy that will likely significantly advance one or more of the following objectives: 1) reduce average trip length, 2) reduce single occupancy motor vehicle trips, 3) increase transit and non-motorized trips, 4) reduce motorized vehicle parking, reduce personal injury and property damage resulting from vehicle crashes
- Project significantly enhances the travel experience via walking and biking

Criterion (4) Describe how this project contributes to the "Liveability" and Sustainability of the Community:
SEE ATTACHED DESCRIPTION

Criterion #5 Enhancements to the Transportation System (10 points maximum)

This measure considers the demonstrated and defensible relationship to surface transportation.

Describe how this project fits into the local and regional transportation system. Depict this on the map where applicable and describe in the space provided.

Enhancements to the Transportation System (Maximum 10 Points)

- Is the project included in an adopted plan?
- Does local government have Land Development Code requirements to construct sidewalks?
- Does the project relate to surface transportation?
- Does the project improve mobility between two or more different land use types located within 1/2 mile of each other, including residential and employment, retail or recreational areas?
- Does the project benefit transit riders by improving connectivity to existing or programmed pathways or transit facilities?
- Does the project conform to Transit Oriented Development principles?
- Is the project an extension or phased part of a larger redevelopment effort in the corridor/area?

Criterion #5 Describe how this project enhances the Transportation System: *SEE ATTACHED DESCRIPTION*

Criterion #6 Project "Readiness" (5 Points maximum)

This measure considers the state of project readiness. Describe project readiness in the space provided.

Project Readiness (Maximum 5 Points)

- Is there an agreement and strategy for maintenance once the project is completed, identifying the responsible party?
- Is the project completed through the design phase?
- Is right-of-way readily available and documented for the project?

Criterion #6 Describe the state of Project "Readiness": *SEE ATTACHED DESCRIPTION*

Criterion #7 – Public Support/Special Considerations (5 points maximum)

Describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria.

Special Considerations	Check All that Apply	Max. Points
Is documented public support provided for the project?	☒	5
Are there any special issues or concerns?	☐	5
Maximum Point Assessment	☐	5

Criterion #7 Description (if needed): *SEE ATTACHED RESOLUTION*

Criterion #8 – Local Matching Funds > 10% of Total Project Cost (10 points maximum)

If local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail.

	Check One	Max. Points
Is the Applicant committing to a local match greater than 10% of the estimated total project cost?	☐ Yes ☒ No	
10.0% < Local Matching Funds < 12.5%	☐	1
12.5% ≤ Local Matching Funds < 15.0%	☐	2
15.0% ≤ Local Matching Funds < 17.5%	☐	3
17.5% ≤ Local Matching Funds < 20.0%	☐	4
20.0% ≤ Local Matching Funds < 22.5%	☐	5
22.5% ≤ Local Matching Funds < 25.0%	☐	6
25.0% ≤ Local Matching Funds < 27.5%	☐	7
27.5% ≤ Local Matching Funds < 30.0%	☐	8
30.0% ≤ Local Matching Funds < 32.5%	☐	9
32.5% ≤ Local Matching Funds	☐	10
Maximum Point Assessment		10

Criterion #8 Description (if needed): _____

Criterion #9 – Value-Added Tie Breaker (if necessary) (variable points)

Projects with equal scores after evaluations using the eight Project Proposal Criteria are subject to the Value-Added Tie Breaker. The BPAC and Project Review Subcommittee are authorized to award tie breaker points based on the additional value added by the project. A written explanation of the circumstances and amount of tie breaker points awarded for each project will be provided.

**BICYCLE/PEDESTRIAN APPLICATION FOR CONSTRUCTION
CENTER AVENUE PHASE 1
CITY OF HOLLY HILL, FLORIDA**

SUPPLEMENTAL INFORMATION

PROXIMITY TO COMMUNITY ASSESTS

The Center Avenue Sidewalk Project Phase 1 extends from Flomich Street on the north to LPGA Boulevard on the south. This route directly serves the Holly Hill School (K-8) and the private school at the United Brethren in Christ church. The route passes though residential neighborhoods that include single-family homes, a senior mobile home community, and nearby multi-family projects which include moderate and low-income housing. The project also closely links to a senior residential and assisted living community.

The project is the central sidewalk core to a network connecting linkages to shopping and housing via Flomich Street and 15th Street and to recreation opportunities at 7th Street Park via Center Avenue south of LPGA Boulevard. The community assets cited in this section are within one-half mile of the project location, and many of the features are directly adjacent to the project area. The sidewalk also offers linkages to more remote locations via the VOTRAN public transit system Route 5.

The Center Avenue Phase 1 project will also serve an emerging employment center at Center Avenue and Walker Street. This site of the former Holly Hill Middle School is in the final approval stage for the construction of a first phase 28,000 square foot corporate office employing in excess of 125 people. Subsequent phases will include additional office employment, job training, a medical clinic, fitness center, day care, restaurant and workforce housing.

CONNECTIVITY AND ACCESSIBILITY

The project is served by transit. The VOTRAN Route 5 traverses the length of the Phase 1 segment and loops along Flomich Street and 15th Street. The project has been identified as needed in the school safety study done by the TPO for the Holly Hill School. The project is also identified in the City's recently adopted 5-Year Capital Improvements Plan as a needed improvement.

SAFETY AND SECURITY

The Holly Hill School has over 900 students in the walk/bike zone and the largest percentage of these students either walk or bike to school. The City devotes three police officers on a daily basis to patrol the Phase 1 section of Center Avenue to assist the school children and keep them separated from the automobile traffic. The school safety study for the Holly Hill School identified the improvement of Center Avenue sidewalks as a needed improvement. The project was not specifically cited because the report stated the City had programmed improvements. These improvements were not made, but the need remains.

The vigilance and efforts of the police department have managed to keep the safety level in this area high enough to avoid accidents with pedestrians and cyclists in recent years, but there have been occasional incidents where school children were hit by cars. But for the efforts of the police the evident potential for accidents would likely result in more accidents than have occurred. The addition of sidewalk on both sides of Center Avenue will expand the area available for safe pedestrian travel. As noted earlier, this stretch of road is also served by transit and a sidewalk expansions will support safe transit use as well.

The City is finalizing the approval of a multi-use development project on Center Avenue between LPGA and Walker Street. In the first phase this project promises to bring about 125 new employees in the short term and ultimately increase traffic on Center Avenue by about 75%. The new project will again increase traffic and will increase the potential for pedestrian and vehicular conflicts. While access controls will help mitigate these impacts, the project will not be required to construct sidewalk on the east side of Center Avenue. The proposed project will be a factor in mitigating the impacts from the new development.

CONTRIBUTION TO SUSTAINABILITY AND LIVABILITY

The proposed project will remove barriers to pedestrian travel by adding sidewalk along a portion of Center Avenue where none exists presently. As such it will improve the transfer between transit modes as the project will improve access to the existing bus service. The proposed sidewalk will support infill development as it will provide an alternative to pedestrian travel supporting the Fountainhead infill project. The proposed development will add a substantial number of trips in the corridor south of Walker Street, and having a sidewalk available on the east side of Center Avenue will allow pedestrians to avoid conflicts at the project driveways.

ENHANCEMENTS TO TRANSPORTATION SYSTEM

The proposed project is identified in the City comprehensive plan as a specific project in the 5-Year Capital Improvements Plan. The project does relate to surface transportation as it is designed and intended to expand pedestrian opportunities; reduce conflicts between pedestrians and vehicles; and provide and expanded link to transit opportunities. The Center Avenue Phase

1 project is the lynchpin project in a group of five sidewalk projects serving the northwest quadrant of Holly Hill. The linking projects include two sidewalk segments on Flomich Street at the north end of Center Avenue linking the neighborhood to Nova Road on the west and US on the east. This linkage will aid school children walking and cycling to school and provide neighborhood residents with pedestrian links to key shopping and employment opportunities along Nova Road and in the industrial and commercial areas along the FEC Railroad and US 1 to the east. The third linking project is 15th Street from Nova Road to Center Avenue. This link connects the Holly Hill School to residential areas along 15th Street and links these residences to the sidewalks network supported by Center Avenue.

The final link in the network is the extension of Center Avenue south of LPGA. This extension provides an extended pathway for students and links the entire area to the new park, 7th Street Neighborhood Park at 7th Street and Center Avenue.

Many of the facilities and assets supported by Center Avenue Phase 1 and its supporting network fall within one-half mile of the Phase 1 core, and many others lie just outside that area. For example the Holly Hill Plaza and Save-a-Lot grocery store are within the one-half mile while Wal-Mart and the north end of the corridor lies just beyond the one-half mile boundary.

PROJECT READINESS

This application is seeking design and right-of-way phases as part of the application to be followed by construction as plans are completed.

Project Purpose and Scope

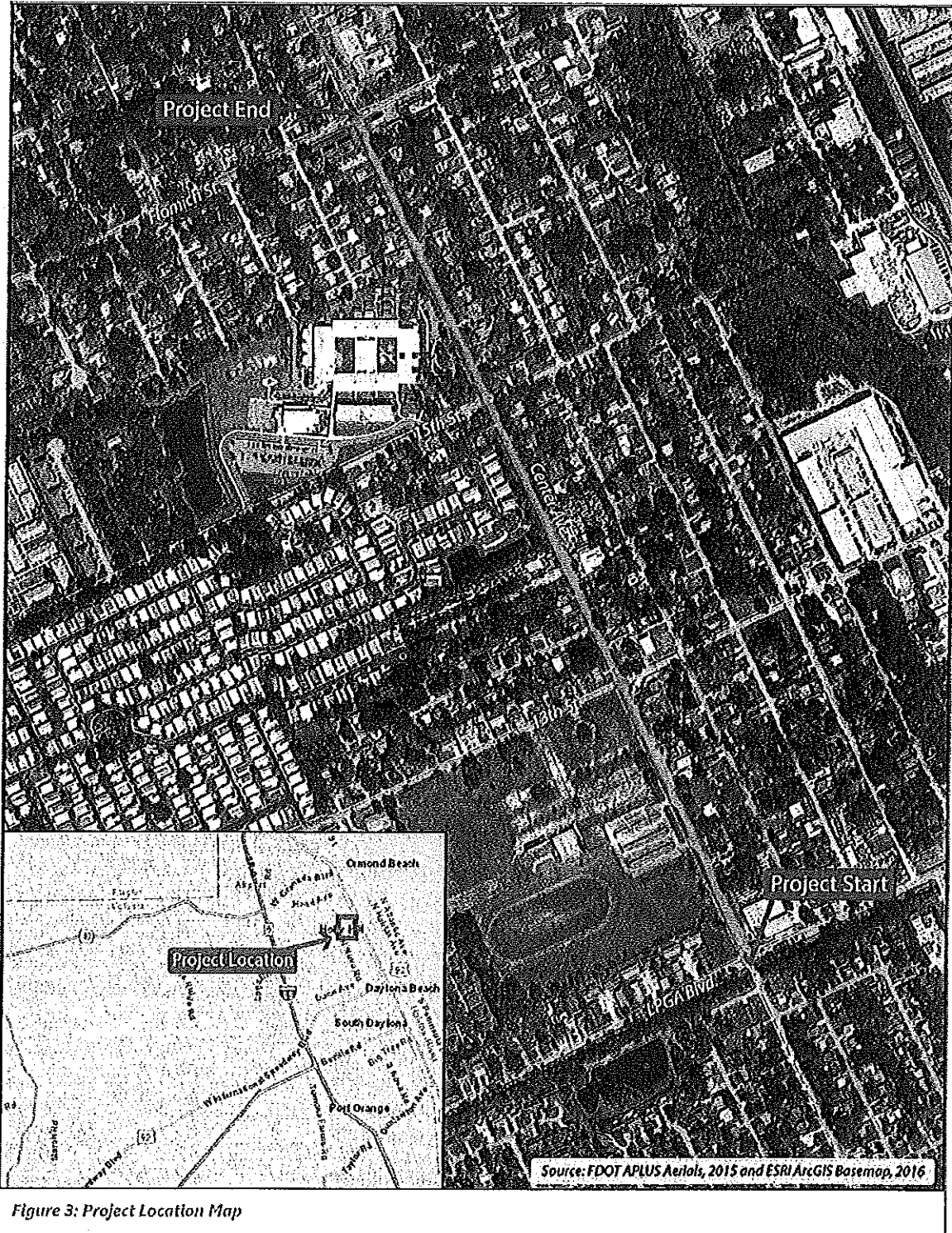


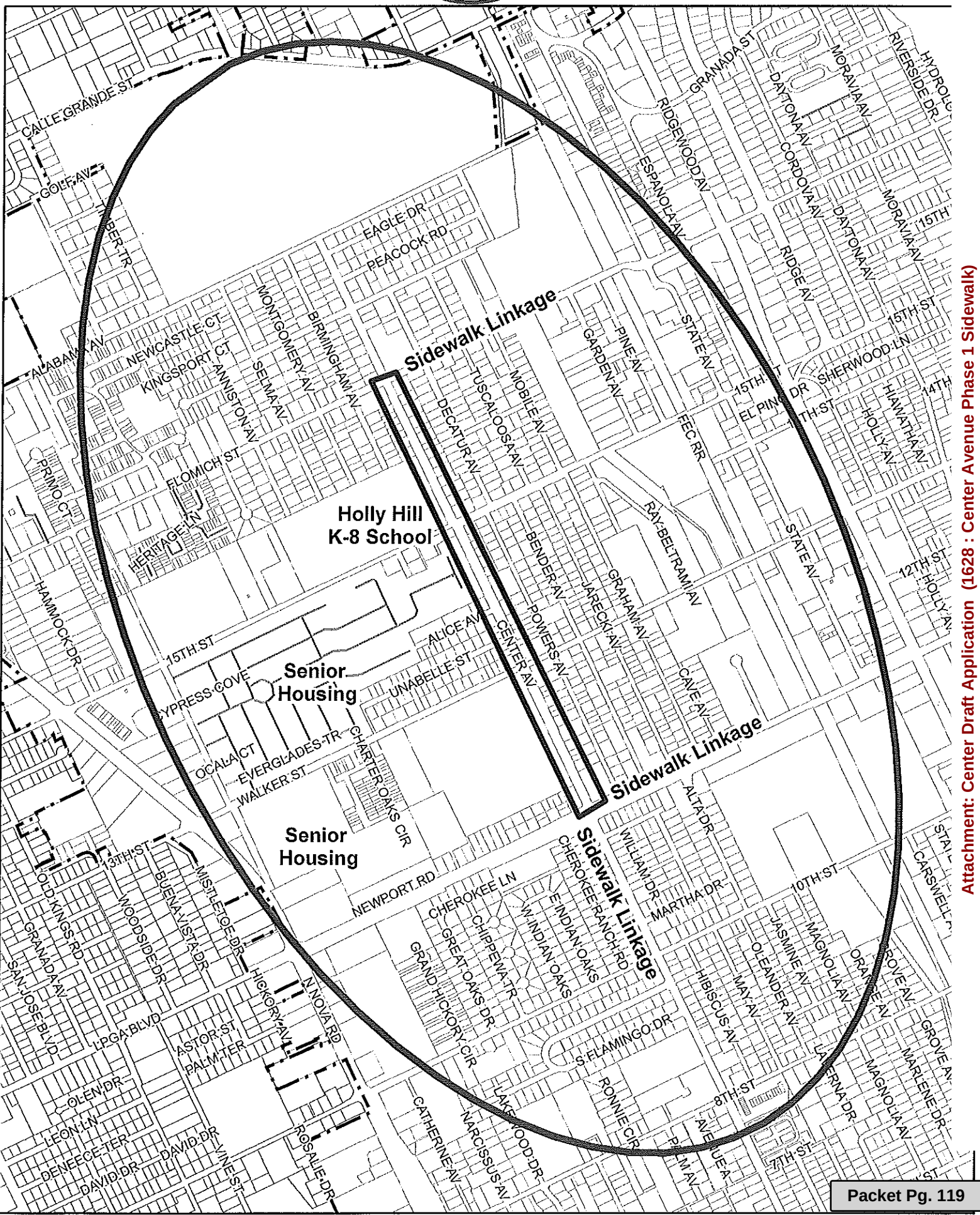
Figure 3: Project Location Map

CENTER AVENUE SIDEWALK LOCATION

Project Limits  1/2 Mile Service Area 

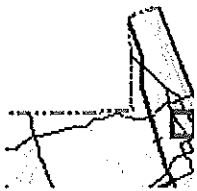
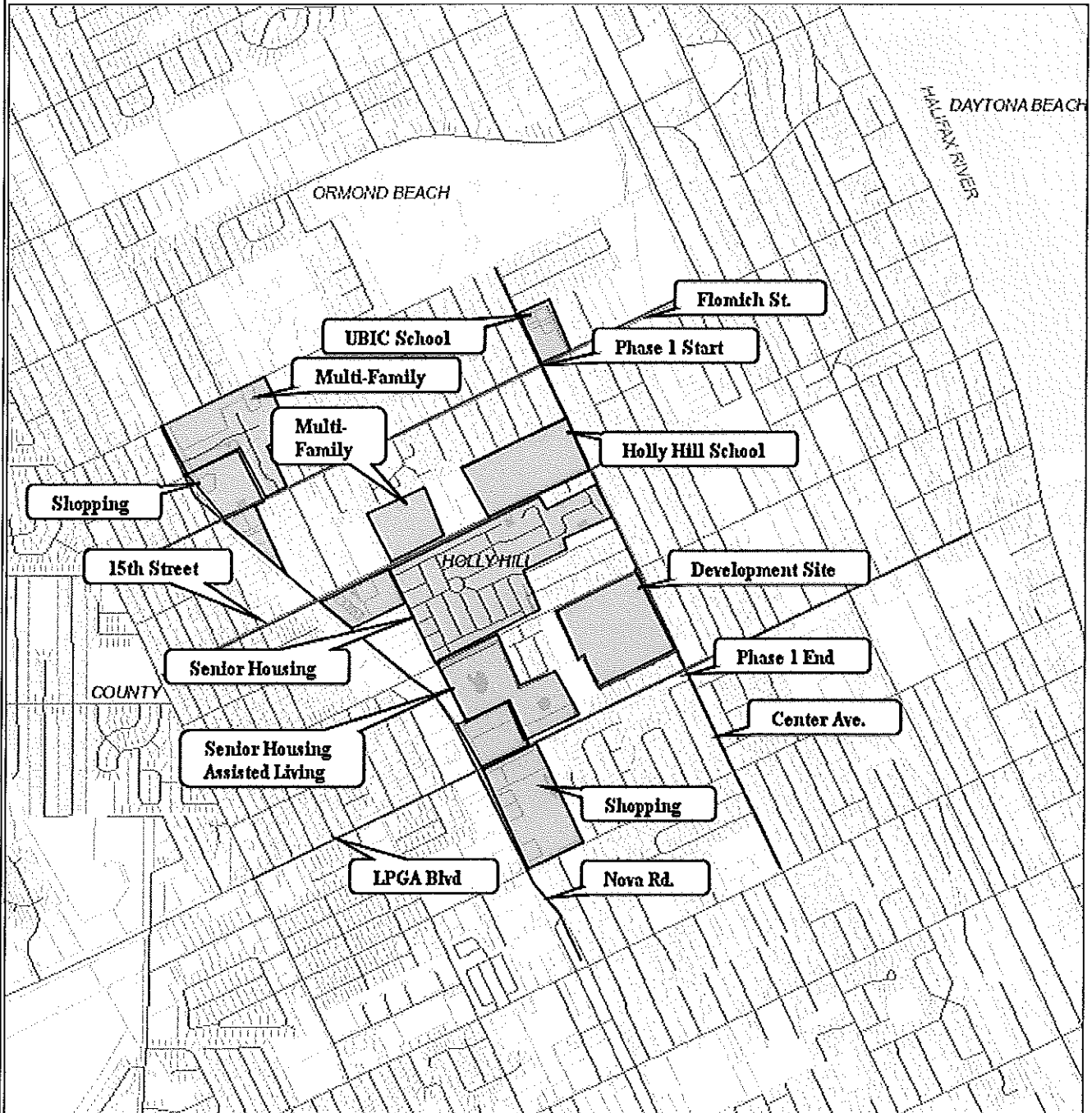


Date Created **9.2.a**
0 250 500 1,000 Feet



Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

CENTER AVENUE SERVICE AREA



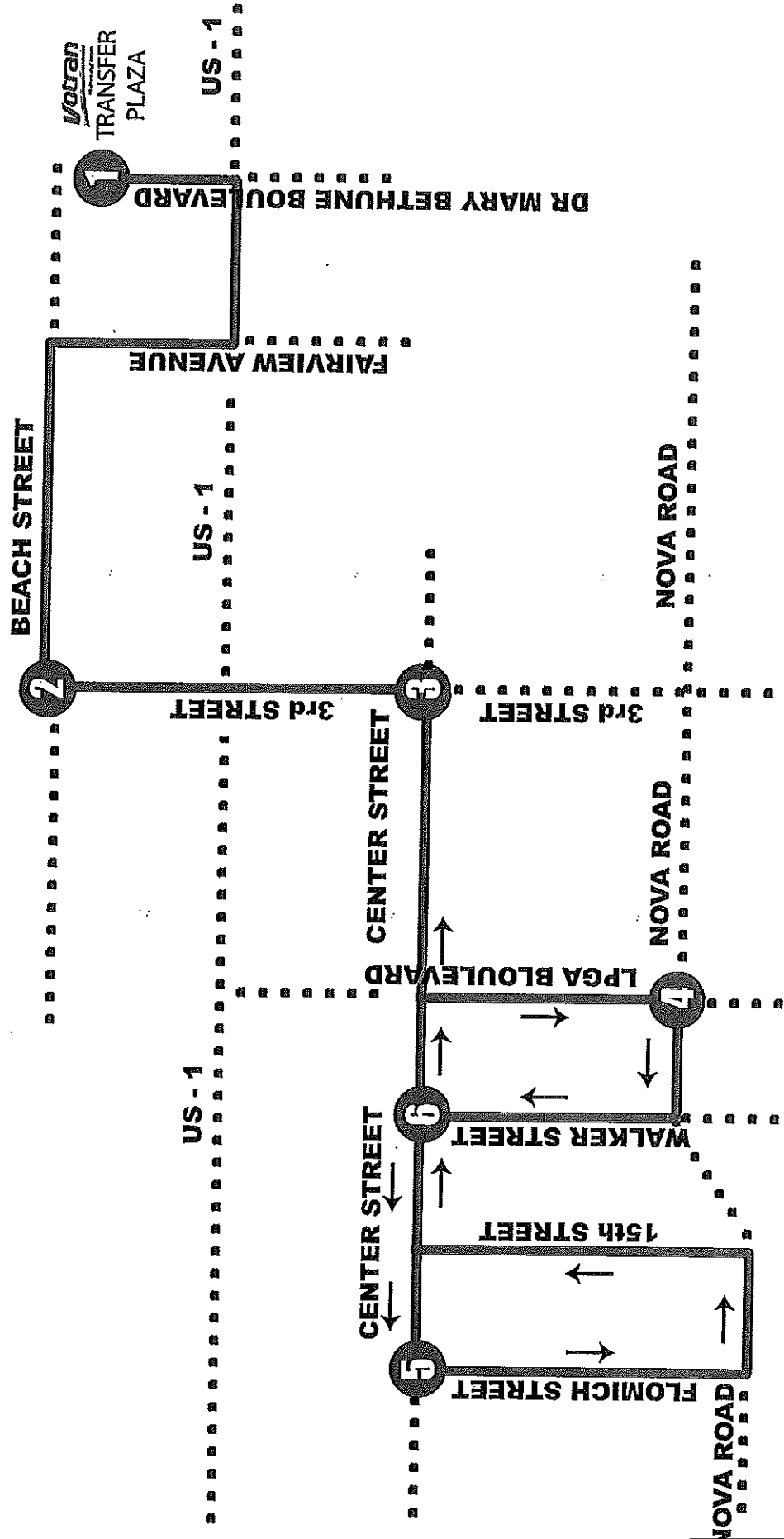
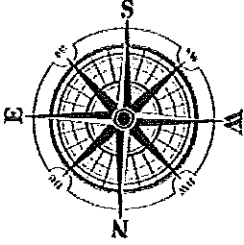
Scale 1:20,000 1 in = 1,741 ft
 Date Created:
 16-Mar-17 10:06 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

ROUTE 5 - CENTER STREET

Serving:

- ① Transfer Plaza
- ② 3rd Street/Riverside Drive
- ③ 3rd Street/Center Street
- ④ LPGA Boulevard/Nova Road
- ⑤ Center Street/Flomich Street
- ⑥ Nova Road and Flomich Street



Holly Hill Elementary Potential Bike/Ped Students

Created by Facilities Services
February, 2016

9.2.a



Analysis Based on the 20 day Enrollments for 2015-2016 School Year

Students within the Walk Zone and Living .25 miles from the Proposed Sidewalks

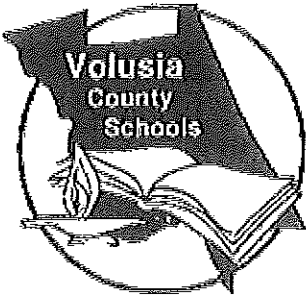


Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

- Holly Hill School
- sy1516_quartermile_buffer_hollyhill
- 0 - 1 Mile Bike/Ped zone
- 1 - 2 Mile Bike/Ped zone
- sy1516_proposed sidewalk study segments
- sy1516_564 of 958 Students within .25 mile of proposed sidewalks
- sy1516_916 of 958 Students within a two mile radius of the Holly Hill School

This map product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering,

Packet Pg. 122



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 • FAX: 386/506-5056

School Board of Volusia County

Mrs. Melody Johnson, Chairman
Mrs. Linda Cuthbert, Vice-Chairman
Mrs. Ida D. Wright
Dr. John Hill
Mr. Carl G. Persis

March 10, 2017

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

Re: Letter of Support for Sidewalk Improvements on Center Avenue and 15th Street

Dear Mr. Forte:

On March 17th, 2015, the School Board of Volusia County adopted Resolution No. 2015-09 supportive of the City of Holly Hill's grant application to the TPO to study the feasibility of sidewalk construction, among which is the proposed improvement on Center Avenue from Flomich Street to LPGA Boulevard. These initiatives are in line with the school district's desire to support multiagency efforts in providing safe and alternative modes of transportation, especially where it encourages students to walk and bicycle to school safely. Additionally, the school district is also interested in these sidewalk improvements as they relate to the construction of a safer route to Holly Hill K-8 School.

This letter serves to reiterate the School Board's support and express additional support for the City of Holly Hill's grant application to the TPO for the design and construction of sidewalk improvements along Center Avenue (LPGA Boulevard to Flomich Street), and on 15th Street (Nova Road to Center Avenue).

The Interlocal Agreement of July 2007, which outlines the relationship between Volusia County's municipalities and the school district, provides for many opportunities to work together for the good and wellbeing of our communities and students. The district continues to enjoy a long-standing and mutually beneficial relationship with the City of Holly Hill, and is pleased to be of support to the City's proposed improvements.

Sincerely,

Saralee L. Morrissey
Saralee Morrissey, FAICP
Director for Planning

cc: Tom Harowski, City of Holly Hill
Steven Harris, R2C TPO
Project File

SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA
RESOLUTION NO. 2015-09

A Resolution of the School Board of Volusia County, Florida, expressing support for the City of Holly Hill's grant application for a feasibility study for sidewalk construction on local roads.

WHEREAS, the Transportation Planning Organization facilitates the planning, development and implementation of projects that will improve safety and reduce traffic and encourages children to walk and bicycle to school; and

WHEREAS, the Florida Department of Transportation has grant programs to allocate federal funds to eligible applicants; and

WHEREAS, Volusia County School District staff has participated in the TPO's Bicycle Pedestrian Safety Studies around area elementary and middle schools; and

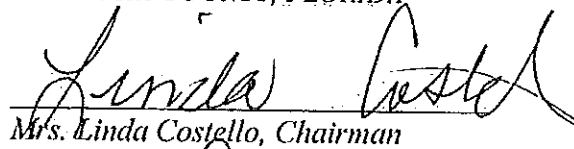
WHEREAS, the School Board of Volusia County desires to support the multiagency effort to provide safe and alternative modes of transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, IN OFFICIAL SESSION, DULY ASSEMBLED IN DeLAND, FLORIDA, THIS 17TH DAY OF MARCH 2015, AS FOLLOWS:

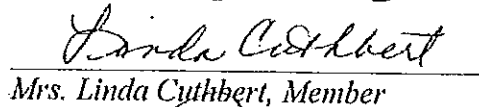
That the School Board of Volusia County supports the City of Holly Hill's grant application for a feasibility study to construct sidewalks on Flomich Street between Nova Road and Center Avenue, a feasibility study to construct sidewalks on the east side of Center Avenue between Flomich Street and LPGA Boulevard; and a feasibility study to construct sidewalks continuing south on Center Avenue from LPGA Boulevard to the southern city limit.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the School Board of Volusia County, Florida, submitted to the Transportation Planning Organization, and be used to supplement the City of Holly Hill's grant applications.

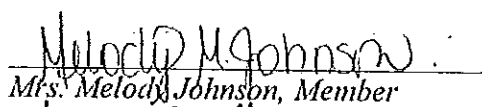
PASSED AND ADOPTED THIS 17TH DAY OF MARCH, 2015
THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

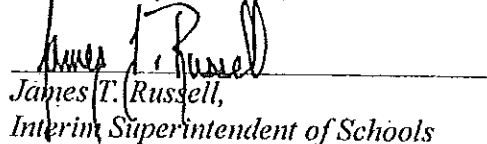

Mrs. Linda Costello, Chairman


Mrs. Ida D. Wright, Vice Chairman


Mrs. Linda Cuthbert, Member


Dr. John Hill, Member


Mrs. Melody Johnson, Member


James T. Russell,
Interim Superintendent of Schools



**THIS FORM SHALL BE SUBMITTED FOR ALL PROJECTS
NOT CURRENTLY IN THE FDOT WORK PROGRAM.
FDOT PROJECT INFORMATION APPLICATION FORM**

DATE: MARCH 28, 2017

1. Project Information:

Project ID (SR, CR, Etc...): CENTER AVENUE SIDEWALK PHASE 1

From/At (South or West Termini): LPGA BOULEVARD

To (North or East Termini): FLOMICH STREET

County: Volusia

Project Length (Miles): 0.76

Project Type: Other If *other*, please specify: -

**2. Title of Project Priority List and Project Ranking: RIVER TO SEA TPO RANKING TBD
Central Florida MPO Alliance List and Project Ranking (if applicable):**

3. Managing Agency Contact Information:

Applicant: CITY OF HOLLY HILL

Contact Person: JOSEPH A. FORTE

Title: CITY MANAGER

Address: 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117

Phone Number: (386) 248-9425

E-mail Address: JFORTE@HOLLYHILLFL.ORG

4. Phase(s) Being Requested (click to select all appropriate boxes):

- ☐ Study
 ☐ PD&E
 ☒ Design
☐ Right-of-way
 ☒ Construction
 ☐ Other:

5. Project Description: CENTER AVENUE SIDEWALK PHASE 1

- a. Project Scope/Description (please be as detailed as possible): CONSTRUCT A FIVE-FOOT WIDE SIDEWALK ON BOTH SIDES OF CENTER AVENUE FROM LPGA BOULEVARD TO FLOMICH STREET.
- b. What fiscal year will this project be ready for production/construction: 2017-2018

Work Type	Requested Fiscal Year (July 1-June 30)
Planning Development (Corridor or Feasibility Study)	
Project Development and Environment Study (PD&E)	
Design	2017-2018
Right-of-way Acquisition	
Construction/CEI	2018-2019
Other	

- c. Please state the purpose and need for this project.

IMPROVES SIDEWALK IN AN AREA OF HIGH PEDESTRIAN TRAFFIC SERVING K-8 HOOLY HILL SCHOOL AND A PRIVATE SCHOOL. THE ROUTE CONNECTS RESIDENTS TO MASS TRANSIT AND ALLOWS CONNECTIONS FROM EXISTING RESIDENTIAL AREAS TO SHOPPING ON NOVA ROAD AND TO RECREATION FACILITIES ON CENTER AVENUE SOUTH OF LPGA BOULEVARD. EXISTING PUBLIC SCHOOL HAS A VERY HIGH WALK IN RATE AND REQUIRES SUBSTANTIAL POLICE RESOURCES DURING MORNING AND AFTERNOON SCHOOL TIMES. SIDEWALK WILL ALSO SERVE A MAJOR NEW OFFICE AND RETAIL DEVELOPMENT THAT WILL BRING SUBSTANTIAL ADDITIONAL TRAFFIC TO THE NEIGHBORHOOD.

- d. What data from the statement above was obtained and/or used to support this analysis?

IMPROVEMENTS WERE RECOMMENDED BY A SCHOOL SAFETY STUDY DONE FOR THE HOOLY HILL SCHOOL BY R2CTPO.

Note: If a study was done, then please provide a copy of the study. If no study was done, please provide documentation to support the need of the project and that the proposed improvements will address the issue.

STUDY IS AVAILABLE OF R2CTPO WEB SITE.

- e. Is this project within 5 miles of a Public Airport? If yes, which one(s)?

NO

- f. Is this facility a designated SIS corridor, connector, or hub or adjacent to a SIS facility?

NO

- g. Is this project on a transit route? If yes, which one(s)?

YES. VOTRAN ROUTE 5.

- h. Is this project within the Federal Aid system? YES

(If yes, FDOT staff needs to verify and check here ☐)

6. Consistency with Local and MPO Plans

- a. Is this project consistent with the Local Government Comprehensive Plan?

YES

If no, please state when an amendment will be processed to include the project in the Plan.

- b. Is the project in an MPO Cost Feasible component of the Long Range Transportation Plan (LRTP)?

YES. SIDEWALKS ARE ADDRESSED BY A GENERAL POLICY AND NOT BY INDIVIDUAL ROADWAY LINKS.

If yes, please attach a copy of the page in the LRTP.

If no, please state when an amendment will be done to include the project in the LRTP (if applicable). It is not necessary to specifically identify traffic planning studies in the LRTP.

7. Other Information:

- a. Has the Applying Agency been certified by FDOT to perform the work under the Local Agency Program (LAP) process?

NO. VOLUSIA COUNTY HAS AGREED TO BE THE LAP AGENCY FOR THIS PROJECT.

- b. What year was the agency last certified?

8. If this is a non-state road project, to be located outside of State Right-of-Way, is there sufficient right-of-way for the project is currently owned by the local government entity?

YES

If yes, please provide proof of right-of-way ownership (right-of-way certification, right-of-way maps or maintenance maps).

Work Type	Phase Complete? Yes/No/NA	Responsible Agency (Who performed or who will perform the work?)	Procurement Method? In-house/Advertise	Project Cost Estimate
Planning Development (Corridor or Feasibility Study)	Yes		-	\$0.00
Project Development and Environment Study (PD&E)	Yes		-	\$0.00
Design	No		Advertise	\$207208
Right-of-way Acquisition	N/A		-	\$0
Construction	No		Advertise	\$664026
CEI	No		Advertise	\$66403
Other:	-		-	\$0
Total Project Cost Estimate:	\$937,637.00			

- Include a map showing location of the area of interest. Label important features, roadways, or additional description to help FDOT identify the location and understand the nature of the project.
- When requesting the Construction phase please include the following documents, if available:
 - Signed and sealed plans
 - Engineer's estimate
 - Bid Documents and Specifications Package
 - Signed LAP Construction Checklist
 - Right of Way Certification
 - Environmental Certification
 - All necessary permits

Proposed Funding Source (required by the R2CTPO)

Work Type	Federal/ State \$	Local \$	Project Cost Estimate \$ *
Planning Development (Corridor or Feasibility Study)	\$	\$	\$ 0.00
Project Development and Environment Study (PD&E)	\$	\$	\$ 0.00
Design	\$186487	\$20721	\$207,208.00
Right-of-way Acquisition	\$	\$	\$ 0.00
Construction	\$597623	\$66403	\$664,026.00
CEI	\$59793	\$6640	\$66,433.00
Other:	\$	\$	\$ 0.00
Total Project Cost Estimate:	\$657,416.00	\$73,043.00	\$937,667.00

*Project Cost Estimate for each Work Type must match the Project Cost Estimate provided in the preceding table.

EXHIBIT "A"

Preliminary Scope & Study Schedule - Phase 18 (Planning)

FPN (If Known): FAN: TBD

Name of Project:

Local Agency Contact (Project Manager):

Phone: Email Address:

Project Scope/Description, Termini, Project Length:

Procurement Method:

☐ Advertisement

Fee Estimate: \$0 (include backup documentation)

Tentative Schedule (MMDDYY):

FDOT issues NTP for Study:

Advertise/Award/NTP for Study

Services:

Begin Study:

Final Submittal:

Final Invoice:

Date Agreement needed:

Board Date:

Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

EXHIBIT "A"

Preliminary Scope & Study Schedule - Phase 28 (PD&E)

FPN (If Known):

FAN:

Name of Project:

Local Agency Contact (Project Manager):

Phone:

Email Address:

Project Scope/Description, Termini, Project Length:

Procurement Method:

☐ Advertisement

Fee Estimate: \$0

(include backup documentation)

Tentative Schedule (MMDDYY):

FDOT issues NTP for Study:

Advertise/Award/NTP for Study

Services:

Begin Study:

Final Submittal:

Final Invoice:

Date Agreement needed:

Board Date:

Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

EXHIBIT "A"**Preliminary Scope & Study Schedule - Phase 38 (Design)**

FPN (If Known):

FAN:

Name of Project: CENTER AVENUE SIDEWALK PHASE 1

Local Agency Contact (Project Manager): JOSEPH A. FORTE, CITY MANAGER

Phone: (386)248-9425

Email Address: JFORTE@HOLLYHILLFL.ORG

Project Scope/Description, Termini, Project Length:

CONSTRUCT A 6-FOOT WIDE SIDEWALK ON BOTH SIDES OF CENTER AVENUE FROM LPGA BOULEVARD TO FLOMICH STREET. A DISTANCE OF ABOUT 4000 LF.

Design Procurement Method:

☐ In-House☒ Advertisement

Design Fee Estimate: 207208

(include backup documentation)

Tentative Design Schedule (MMDDYY):

FDOT issues NTP for Design: TBD

Advertise/Award/NTP for Design Services: TBD

Begin Design: TBD

60% Plans Submittal (including Reviews): TBD

90% Plans Submittal (including Reviews): TBD

Final Plans Submittal: TBD

Final Invoice: TBD

Date Agreement needed: TBD

Board Date: TBD

Construction Funded: ☐ Yes☒ No

Fiscal Year:

Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

EXHIBIT "A"**Preliminary Scope & Study Schedule - Phase 58 (Construction)**

FPN (If Known):

FAN:

Name of Project: CENTER AVENUE SIDEWALK PHASE 1

Project Manager: JOSEPH A. FORTE, CITY
MANAGER

Phone: (386) 248-9425

Email Address: JFORTE@HOLLYHILLFL.ORG

Project Scope/Description, Termini, Project Length:CONSTRUCT A 6-FOOT WIDE SIDEWALK ON BOTH SIDES OF CENTER AVENUE FROM
LPGA BOULEVARD TO FLOMICH STREET. A DISTANCE OF ABOUT 4,000 LF.**CEI Procurement Method:**

- ☐ In-House
☒ Advertisement

CEI Estimate (LAP Projects Only) \$66403 (Attach supporting man-hours and
rates)

Const Estimate (LAP Projects Only): 664026 (Attach engineer's estimate)

Tentative Construction Schedule (MMDDYY):

Ad Date: TBD

Bid Opening Date: TBD

Award Date: TBD

Executed Contract Date: TBD

Pre Construction Date: TBD

NTP to Contractor
Date: TBD

Construction Duration : TBD

Completion Date: TBD

Final Acceptance Date: TBD

Date Agreement
Needed: TBD

Board Date: TBD

Financial Feasibility

Table 3: Center Avenue Sidewalk Quantities and Cost Estimates

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
PAY ITEM NO.	ITEM DESCRIPTION	UNIT	BASE QTY	BASE UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	10%	\$ 55,336
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	\$ 55,336
104-10-3	SEDIMENT BARRIER	LF	4658	\$ 1.60	\$ 7,453
104-18	INLET PROTECTION SYSTEM	EA	21	\$ 112.22	\$ 2,357
110-1-1	CLEARING AND GRUBBING	AC	1.81	\$ 8,400.00	\$ 15,204
110-7-1	MAILBOX, F&I SINGLE	EA	17	\$ 148.00	\$ 2,516
120-1	REGULAR EXCAVATION	CY	1592	\$ 10.00	\$ 15,923
120-6	EMBANKMENT	CY	54	\$ 15.00	\$ 813
160-4	TYPE B STABILIZATION	SY	638	\$ 3.00	\$ 1,914
285-706	OPTIONAL BASE, BASE GROUP 6	SY	631	\$ 20.00	\$ 12,620
327-70-1	MILLING EXIST ASPHALT PAVT 1"AVG DEPTH	SY	762	\$ 2.00	\$ 1,524
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B) (3")	TN	104.1	\$ 96.00	\$ 9,994
337-7-40	FRICTION COURSE, TRAFFIC B, FC-9.5 (1")	TN	76.3	\$ 97.00	\$ 7,401
430-174-115	PIPE CULV, OPT MATL, ROUND,15"SD	LF	20.0	\$ 98.87	\$ 1,977
430-984-123	MITERED END SECT, OPTIONAL RD, 15" SD	EA	1.0	\$ 1,042.17	\$ 1,042
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2626	\$ 33.50	\$ 87,971
522-2	CONCRETE SIDEWALK, 6" THICK	SY	7765	\$ 46.00	\$ 357,190
527-2	DETECTABLE WARNING (RETROFIT) (PREFORMED THERMO)	SF	555	\$ 30.00	\$ 16,650
570-1-2	PERFORMANCE TURF, SOD	SY	3928	\$ 2.20	\$ 8,642
700-1-11	SINGLE POST SIGN (FURNISH AND INSTALL)	AS	1	\$ 329.00	\$ 329
700-1-60	SINGLE SIGN POST (REMOVE)	AS	1	\$ 22.00	\$ 22
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1801	\$ 1.00	\$ 1,801
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	9	\$ 1.40	\$ 13
				SUBTOTAL	\$ 664,026
N/A	CEI	LS	1	10%	\$ 66,403
N/A	ENGINEERING AND DESIGN	LS	1	30%	\$ 199,207.83
N/A	SURVEY AND ROW MAPPING	LS	1	\$ 8,000.00	\$ 8,000
				TOTAL	\$ 937,637
	FDOT Inflation-Adjusted Estimate		<i>Inflation Factor</i>	<i>PDC Multiplier</i>	<i>Adjusted Cost Estimate</i>
	Year 1 Inflation-adjusted Estimate (2018)		2.7%	1.027	\$ 962,953
	Year 2 Inflation-adjusted Estimate (2019)		2.8%	1.056	\$ 990,144
	Year 3 Inflation-adjusted Estimate (2020)		2.6%	1.083	\$ 1,015,460

Attachment: Center Draft Application (1628 : Center Avenue Phase 1 Sidewalk)

2040 Long Range Transportation Plan

Goal 3: Enhance Connectivity and Transportation Choices

Objective 3.1 - Multimodal Transportation Options

Provide a range of transportation alternatives to improve mobility for all citizens with special consideration for the elderly, people with disabilities, and those unable to drive.

Objective 3.2 - Interconnectivity Between Modes

Maximize the interconnectivity of roadways, sidewalks, bicycle facilities, trails, transit and other transportation system components to provide safe and convenient pedestrian, bicycle, transit and motor vehicle mobility.

Objective 3.3 - Connectivity Between Activity Centers

Enhance regional connectivity to employment, education, health, entertainment and other major activity centers.

Objective 3.4 - Connectivity Between Jurisdictions

Enhance connectivity between local government jurisdictions within the region.

Goal 4: Improve Safety and Security

Objective 4.1 - Roadway System Safety

Identify and prioritize improvements to reduce the frequency and severity of crashes, and minimize injuries and fatalities.

Objective 4.2 - Bicycle and Pedestrian Safety

Identify and implement safety programs and enhancements to improve the safety of pedestrian and bicycle facilities.

Objective 4.3 - Transit System Security and Safety

Enhance security of transit systems through appropriate design, monitoring and enforcement programs.

Objective 4.4 - Emergency Evacuation

Develop a transportation plan that supports emergency evacuation, response and post-disaster recovery; and improves national, state and local security and emergency management functions.

Goal 5: Continue to Provide and Create New Quality Places

Objective 5.1 - Land Use Efficiency

Promote compact, walkable, mixed use development and redevelopment opportunities that encourage a range of transportation options and maximize the effectiveness of the transportation system.

2040 Long Range Transportation Plan

9. MULTIMODAL/GROUP PROJECTS

9.1. Bicycle and Pedestrian Planning

The River to Sea TPO has a long standing commitment to bicycle and pedestrian planning and project implementation and works closely with local, regional and state stakeholders. Over the last several years, the River to Sea TPO has completed numerous bicycle and pedestrian feasibility studies and plans focused on school safety, as well as regional and local comprehensive and multimodal transportation plans.

The River to Sea TPO has recently completed a Regional Trails Corridor Assessment (RTCA) to identify the regional trail projects needed to complete the interconnected regional trails within the planning area. The completion of the RTCA, the continued allocation of TMA set-aside funding for bicycle/pedestrian projects (roughly \$31 million between 2019 and 2040) and the use of Transportation Alternatives Program (TAP) funding reaffirms the River to Sea TPO's commitment to the development of bicycle and pedestrian facilities and regional trail facilities that provide vital connections within the state and national trail and greenway network. The RTCA map is included as Figure 11.

9.2. Public Transit Planning

The River to Sea TPO LRTP continues to provide support for local public transit service by reserving a portion of the TMA set-aside to provide funding of roughly \$31 million between 2019 and 2040. Recognizing that this funding is limited to supporting only the continuation of existing service, the River to Sea TPO will continue to seek additional transportation funding strategies that will support the expanded transit needs of this planning area.

The long range planning efforts of the TPO also recognize the need to continue the implementation of SunRail service. Phase II, north from the DeBary station to the DeLand Amtrak station, is anticipated to be funded within the initial five-year period. Although other studies have been completed and are underway to consider future transit expansion, the results of these efforts are not yet ready to be included in the cost feasible transportation plan. The R2CTPO has continued its commitment to future rail alignments by protecting a rail envelope in the I-4 corridor within Volusia County.

9.3. Commuter Rail

In August 2006, Florida Governor Jeb Bush announced an agreement in principle with CSX Transportation to buy 61.5 miles of freight track through Central Florida to use in the development of a commuter rail service (Central Florida Commuter Rail). The project, later named SunRail, was planned to include twelve stations and provide a transportation alternative to congested roads in Central Florida, as well as enhance freight mobility throughout the state as its population grows. The project is currently being managed by FDOT, with input from the Central Florida Commuter Rail Commission Governing Board. This commission was established to assist FDOT with policy direction through the first seven years of operation and will subsequently take control of the operations and maintenance of SunRail.

2040 Long Range Transportation Plan

9. MULTIMODAL/GROUP PROJECTS

9.1. Bicycle and Pedestrian Planning

The River to Sea TPO has a long standing commitment to bicycle and pedestrian planning and project implementation and works closely with local, regional and state stakeholders. Over the last several years, the River to Sea TPO has completed numerous bicycle and pedestrian feasibility studies and plans focused on school safety, as well as regional and local comprehensive and multimodal transportation plans.

The River to Sea TPO has recently completed a Regional Trails Corridor Assessment (RTCA) to identify the regional trail projects needed to complete the interconnected regional trails within the planning area. The completion of the RTCA, the continued allocation of TMA set-aside funding for bicycle/pedestrian projects (roughly \$31 million between 2019 and 2040) and the use of Transportation Alternatives Program (TAP) funding reaffirms the River to Sea TPO's commitment to the development of bicycle and pedestrian facilities and regional trail facilities that provide vital connections within the state and national trail and greenway network. The RTCA map is included as Figure 11.

9.2. Public Transit Planning

The River to Sea TPO LRTP continues to provide support for local public transit service by reserving a portion of the TMA set-aside to provide funding of roughly \$31 million between 2019 and 2040. Recognizing that this funding is limited to supporting only the continuation of existing service, the River to Sea TPO will continue to seek additional transportation funding strategies that will support the expanded transit needs of this planning area.

The long range planning efforts of the TPO also recognize the need to continue the implementation of SunRail service. Phase II, north from the DeBary station to the DeLand Amtrak station, is anticipated to be funded within the initial five-year period. Although other studies have been completed and are underway to consider future transit expansion, the results of these efforts are not yet ready to be included in the cost feasible transportation plan. The R2CTPO has continued its commitment to future rail alignments by protecting a rail envelope in the I-4 corridor within Volusia County.

9.3. Commuter Rail

In August 2006, Florida Governor Jeb Bush announced an agreement in principle with CSX Transportation to buy 61.5 miles of freight track through Central Florida to use in the development of a commuter rail service (Central Florida Commuter Rail). The project, later named SunRail, was planned to include twelve stations and provide a transportation alternative to congested roads in Central Florida, as well as enhance freight mobility throughout the state as its population grows. The project is currently being managed by FDOT, with input from the Central Florida Commuter Rail Commission Governing Board. This commission was established to assist FDOT with policy direction through the first seven years of operation and will subsequently take control of the operations and maintenance of SunRail.



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

**City Commission
Resolution**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Resolution 2017-R-28 A Resolution of the City of Holly Hill, Florida, Approving the Submittal of an Application to the Volusia Transportation Planning Organization (TPO) for XU Bicycle/Pedestrian Funding for 15Th Street Sidewalk Project; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 1629)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

Each year the City has the opportunity to submit project to the TPO for inclusion in the transportation work program. This request is for construction funding for sidewalk improvements on 15th Street between Nova Road and Center Avenue.

BACKGROUND:

During the past year the City received funding for a feasibility study for the sidewalk improvements included in the 15th Street sidewalk project. The feasibility study preliminary report has been received, and we are awaiting the final report. In order to be placed on the priority lists for construction funding, the City must submit a new application for the project. This application is presented to request construction funding.

DISCUSSION:

The draft application has been prepared based on the preliminary feasibility report. Applications are due to the TPO by March 31, 2017, and the application will be submitted using the best available data. Once the final feasibility study is received, we will submit updated information for consideration. The primary change from the preliminary to the final application is likely to be the cost.

The second item of uncertainty in the application is who will perform the design and construction management under the LAP program. The City staff has approached Volusia County about doing the project, and despite an early commitment, the County staff has not confirmed their willingness to do the work. The City staff is meeting with FDOT staff to see if they will assume the design roll. If neither agency agrees to assist the City, we will need to become certified for the project, which is an extensive process covering 8 to 10 months, or we will have to find another partner. The determination of the LAP agent is required as part of the

application and will need to be added once this agent is determined.

The City is required to commit 10% of the design and construction budget, and the resolution being offered is a statement of this commitment. The draft application attached as an exhibit to the agenda item is the proposed submittal subject to the modifications discussed above. The sidewalk project, once completed, will be part of the network being proposed to support the Holly Hill School, the residential areas along 15th Street and pedestrian connections from the larger neighborhood to Nova Road and bus transit.

FINANCIAL**IMPACT:**

The City will be required to contribute 10% of the design and construction cost of \$767,234 or approximately \$76,725. These funds will need to be budgeted in the Fiscal Year 2017-18 budget utilizing the second local option gas tax.

STAFF**RECOMMENDATION:**

Approve the resolution to submit the 15th Street sidewalk project to the TPO for inclusion in the construction program.

MOTION:

APPROVE RESOLUTION 2017-R-28, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR XU BICYCLE/PEDESTRIAN FUNDING FOR THE 15th STREET SIDEWALK PROJECT.

ATTACHMENTS:

- Draft Application Package (PDF)

Resolution No. (ID # 1629)

RESOLUTION 2017-R-28 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION (TPO) FOR XU BICYCLE/PEDESTRIAN FUNDING FOR 15TH STREET SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-28

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION TO THE VOLUSIA TRANSPORTATION PLANNING ORGANIZATION FOR XU BICYCLE/PEDESTRIAN FUNDING FOR THE 15th STREET SIDEWALK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists a need to construct improved sidewalk on 15th Street between Nova Road and Center Avenue; and

WHEREAS, the Volusia TPO has issued a call for projects for XU Bicycle/Pedestrian Projects; and

WHEREAS, the City of Holly Hill desires to submit the project for funding consideration.

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

SECTION 1. The City Commission of the City of Holly Hill hereby authorizes the submittal of an application for XU funding through the Volusia TPO for a sidewalk project on 15th Street between Nova Road and Center Avenue.

SECTION 2. The City Commission of the City of Holly Hill hereby commits to the provision of ten (10%) percent of the construction funds required for the project.

SECTION 3. 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 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 28th day of MARCH, 2017.



2017 Application for Project Prioritization – PROJECT IMPLEMENTATION Bicycle/Pedestrian and B/P Local Initiatives Projects

Project Title: 15TH STREET SIDEWALK

Applying Agency (project sponsor): CITY OF HOLLY HILL

Date: MARCH 28, 2017

[Attach a copy of the completed Feasibility Study, or explain in the space provided below for commentary why a Feasibility Study is not attached.]

Commentary: FEASIBILITY STUDY WAS COMPLETED IN MARCH 2017 AND IS ON FILE WITH THE TPO

Attach a completed copy of FDOT's Project Information Application Form.

Criteria Summary:

Priority Criteria	Points
(1) Proximity to Community Assets	20
(2) Connectivity and Accessibility	20
(3) Safety/Security	20
(4) Contribution to "Livability" and Sustainability in the Community	10
(5) Enhancements to the Transportation System	10
(6) Project Readiness	5
(7) Public Support/Special Considerations	5
(8) Local Matching Funds > 10%	10
(9) Value-Added Tie Breaker (if necessary)	variable
Total (excluding Value-Added Tie Breaker)	100

Criterion #1 – Proximity to Community Assets (20 points maximum)

This measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths and Transportation Alternatives Activities or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be assessed overall, and individual point assignments will be limited as listed below.

List and describe how the facilities link directly to community assets and who is being served by the facility. Show each of the Community Assets on a Project Area Map through the use of a buffer and describe in the space provided.

Proximity to Community Assets	Check All that Apply	Max. Points
Residential developments, apartments, community housing	☒	4
Activity centers, town centers, office parks, post office, city hall/government buildings, shopping plaza, malls, retail centers, trade/vocational schools, colleges, universities	☒	4
Parks, trail facilities, recreational facilities	☒	4
Medical/health facilities, nursing homes, assisted living, rehabilitation center	☒	4
School bus stop (K-12)	☐	2
Schools (K-12)	☒	2
Maximum Point Assessment		20

Criterion #1 Description (if needed): SEE ATTACHED COMMENTARY

Criterion #2 – Connectivity and Accessibility (20 points maximum)

This measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. Does the project enhance mobility or accessibility for disadvantaged groups, including children, the elderly, the poor, those with limited transportation options and the disabled?

List and describe how this project fits into the local and regional bicycle/pedestrian networks and/or a transit facility. Depict this on the map and describe in the space provided.

Network Connectivity and Accessibility	Check All that Apply	Max. Points
Project provides access to a transit facility	☒	5
Project extends an existing bicycle/pedestrian facility (at one end of the facility)	☐	5
Project provides a connection between two existing or planned/programmed bicycle/pedestrian facilities	☐	5
Project has been identified as "needed" in an adopted document (e.g., comprehensive plan, master plan, arterial study)	☒	5
Maximum Point Assessment		20

Criterion #2 Description (if needed): SEE ATTACHED COMMENTARY

Criterion #3 – Safety/Security (20 points maximum)

This measure provides additional weight to applications that have included safety as a component of the overall project and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns.

List and describe whether the proposed facility is located within a "hazardous walk/bike zone" in the River to Sea TPO planning area and provide documentation that illustrates how bicycle or pedestrian safety could be enhanced by the construction of this facility.

For more information, contact Volusia or Flagler County School District Student Transportation Services and refer to Florida Statute 1006.23.

Safety/Security	Check All that Apply	Max. Points
The project is located in an area identified as a hazardous walk/bike zone by Volusia or Flagler County School District Student Transportation Services and within the River to Sea TPO planning area. If applicable, provide documentation.	☒	10
The project removes or reduces potential conflicts (bike/auto and ped/auto). There is a pattern of bike/ped crashes along the project route. The project eliminates or abates a hazardous, unsafe, or security condition in a school walk zone as documented in a school safety study or other relevant study. If applicable, provide documentation such as photos or video of current situation/site or any supportive statistics or studies.	☒	10
Maximum Point Assessment		20

Criterion #3 Description (if needed): SEE ATTACHED COMMENTARY

Criterion #4 Contribution to "Livability" and Sustainability in the Community (10 points maximum)

This measure considers how the project positively impacts the "Livability" and Sustainability in the community that is being served by that facility. Depict assets on a project area map and describe in the space provided.

Contribution to "Livability" and Sustainability in the Community (Maximum 10 Points)

- Project includes traffic calming measures
- Project is located in a "gateway" or entrance corridor as identified in a local government applicant's master plan, or other approved planning document
- Project removes barriers and/or bottlenecks for bicycle and/or pedestrian movements
- Project includes features which improve the comfort, safety, security, enjoyment or well-being for bicyclists, pedestrians, and/or transit users
- Project improves transfer between transportation modes
- Project supports infill and redevelopment consistent with transit-oriented design principals and strategies are in place making it reasonably certain that such infill and redevelopment will occur
- Project supports a comprehensive travel demand management strategy that will likely significantly advance one or more of the following objectives: 1) reduce average trip length, 2) reduce single occupancy motor vehicle trips, 3) increase transit and non-motorized trips, 4) reduce motorized vehicle parking, reduce personal injury and property damage resulting from vehicle crashes
- Project significantly enhances the travel experience via walking and biking

Criterion (4) Describe how this project contributes to the "Liveability" and Sustainability of the Community:
SEE ATTACHED COMMENTARY

Criterion #5 Enhancements to the Transportation System (10 points maximum)

This measure considers the demonstrated and defensible relationship to surface transportation.

Describe how this project fits into the local and regional transportation system. Depict this on the map where applicable and describe in the space provided.

Enhancements to the Transportation System (Maximum 10 Points)

- Is the project included in an adopted plan?
- Does local government have Land Development Code requirements to construct sidewalks?
- Does the project relate to surface transportation?
- Does the project improve mobility between two or more different land use types located within 1/2 mile of each other, including residential and employment, retail or recreational areas?
- Does the project benefit transit riders by improving connectivity to existing or programmed pathways or transit facilities?
- Does the project conform to Transit Oriented Development principles?
- Is the project an extension or phased part of a larger redevelopment effort in the corridor/area?

Criterion #5 Describe how this project enhances the Transportation System: *SEE ATTACHED COMMENTARY*

Criterion #6 Project "Readiness" (5 Points maximum)

This measure considers the state of project readiness. Describe project readiness in the space provided.

Project Readiness (Maximum 5 Points)

- Is there an agreement and strategy for maintenance once the project is completed, identifying the responsible party?
- Is the project completed through the design phase?
- Is right-of-way readily available and documented for the project?

Criterion #6 Describe the state of Project "Readiness": *SEE ATTACHED COMMENTARY*

Criterion #7 – Public Support/Special Considerations (5 points maximum)

Describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria.

Special Considerations	Check All that Apply	Max. Points
Is documented public support provided for the project?	☒	5
Are there any special issues or concerns?	☐	5
Maximum Point Assessment		5

Criterion #7 Description (if needed): REFER TO ATTACHED RESOLUTION AND LETTER

Criterion #8 – Local Matching Funds > 10% of Total Project Cost (10 points maximum)

If local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail.

	Check One	Max. Points
Is the Applicant committing to a local match greater than 10% of the estimated total project cost?	☐ Yes ☒ No	
10.0% < Local Matching Funds < 12.5%	☐	1
12.5% ≤ Local Matching Funds < 15.0%	☐	2
15.0% ≤ Local Matching Funds < 17.5%	☐	3
17.5% ≤ Local Matching Funds < 20.0%	☐	4
20.0% ≤ Local Matching Funds < 22.5%	☐	5
22.5% ≤ Local Matching Funds < 25.0%	☐	6
25.0% ≤ Local Matching Funds < 27.5%	☐	7
27.5% ≤ Local Matching Funds < 30.0%	☐	8
30.0% ≤ Local Matching Funds < 32.5%	☐	9
32.5% ≤ Local Matching Funds	☐	10
Maximum Point Assessment		10

Criterion #8 Description (if needed): _____

Criterion #9 – Value-Added Tie Breaker (if necessary) (variable points)

Projects with equal scores after evaluations using the eight Project Proposal Criteria are subject to the Value-Added Tie Breaker. The BPAC and Project Review Subcommittee are authorized to award tie breaker points based on the additional value added by the project. A written explanation of the circumstances and amount of tie breaker points awarded for each project will be provided.

**BICYCLE/PEDESTRIAN APPLICATION FOR CONSTRUCTION
15TH STREET
CITY OF HOLLY HILL, FLORIDA**

SUPPLEMENTAL INFORMATION

PROXIMITY TO COMMUNITY ASSESTS

The 15th Street Sidewalk Project extends from Nova Road on the west to Center Avenue on the east.. This route directly serves the Holly Hill School (K-8) and links to the private school at the United Brethren in Christ church via Center Avenue. The route passes though residential neighborhoods that include single-family homes, a senior mobile home community, and multi-family projects which include moderate and low-income housing. The project also links to a an area-wide sidewalk network via Center Avenue..

In addition to serving school needs, the proposed project links residential areas along 15th Street and Center Avenue to shopping and employment opportunities on Nova Road. The proposed office-based employment center located at Center Avenue and Walker Street is within one-half mile of the project location. The other community assets cited in this section are within one-half mile of the project location, and many of the features are directly adjacent to the project area. The sidewalk also offers linkages to more remote locations via the VOTRAN public transit system Route 5.

CONNECTIVITY AND ACCESSIBILITY

The project is served by transit. The VOTRAN Route 5 traverses the length of the Phase 1 segment and loops along Flomich Street and 15th Street. The project supports needed pedestrian improvements cited in the school safety study done by the TPO for the Holly Hill School. The project is also identified in the City's recently adopted 5-Year Capital Improvements Plan as a needed improvement.

SAFETY AND SECURITY

The Holly Hill School has over 900 students in the walk/bike zone and the largest percentage of these students either walk or bike to school. The City devotes three police officers on a daily basis to patrol the pedestrian routes to the school to assist the school children and keep

them separated from the automobile traffic. The school safety study for the Holly Hill School identified the improvement of sidewalk network serving the school as a needed improvement.

The vigilance and efforts of the police department have managed to keep the safety level in this area high enough to avoid accidents with pedestrians and cyclists in recent years, but there have been occasional incidents where school children were hit by cars. But for the efforts of the police the evident potential for accidents would likely result in more accidents than have occurred. The addition of sidewalk on both sides of 15th Street will expand the area available for safe pedestrian travel. As noted earlier, this stretch of road is also served by transit and a sidewalk expansions will support safe transit use as well.

The City is finalizing the approval of a multi-use development project on Center Avenue between LPGA and Walker Street. In the first phase this project promises to bring about 125 new employees in the short term and ultimately increase traffic on local roads in the area by about 75%. The new project will again increase traffic and will increase the potential for pedestrian and vehicular conflicts. The proposed project will be a factor in mitigating the impacts from the new development.

CONTRIBUTION TO SUSTAINABILITY AND LIVABILITY

The proposed project will remove barriers to pedestrian travel by adding sidewalk along a portion of 15th Street where none exists presently. As such it will improve the transfer between transit modes as the project will improve access to the existing bus service. The proposed sidewalk will support infill development as it will provide an alternative to pedestrian travel and support linkages to shopping and employment, primarily on Nova Road but for other areas as well.

ENHANCEMENTS TO TRANSPORTATION SYSTEM

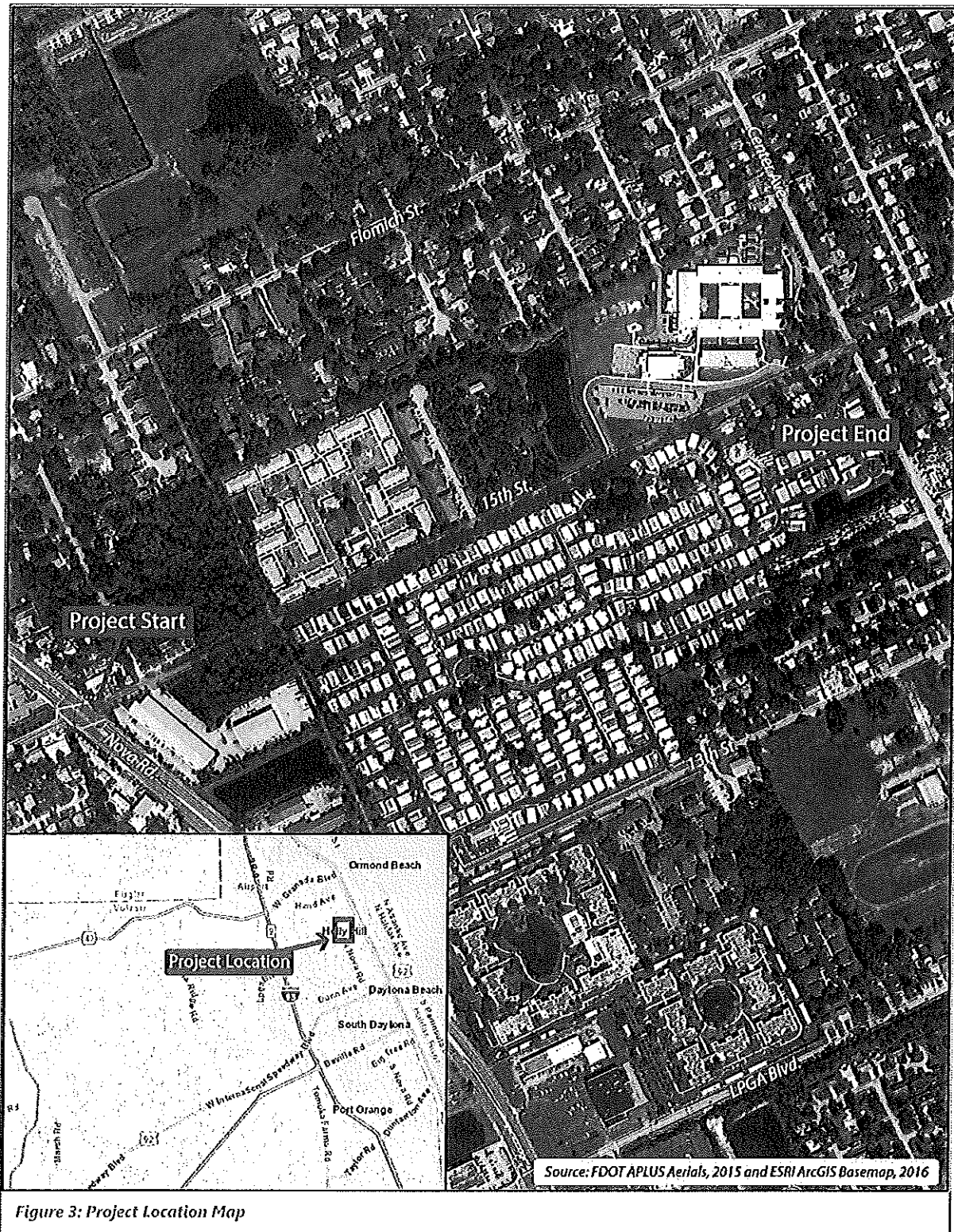
The proposed project is identified in the City comprehensive plan as a specific project in the 5-Year Capital Improvements Plan. The project does relate to surface transportation as it is designed and intended to expand pedestrian opportunities; reduce conflicts between pedestrians and vehicles; and provide and expanded link to transit opportunities. The 15th Street sidewalk is a key project in a group of five sidewalk projects serving the northwest quadrant of Holly Hill. The linking projects include two sidewalk segments on Center Avenue extending from Flomich Street south to LPGA (Phase 1) and then on to the south City limits (Phase 2). The other two segments are on Flomich Street at the north end of Center Avenue linking the neighborhood to Nova Road on the west and US on the east. These linkages will aid school children walking and cycling to school and provide neighborhood residents with pedestrian links to key shopping and employment opportunities along Nova Road, along Center Avenue and in the industrial and commercial areas along the FEC Railroad and US 1 to the east.

Ultimately the sidewalk network connects to recreation opportunities. This network provides an extended pathway for students and links the entire area to the new park, 7th Street Neighborhood Park at 7th Street and Center Avenue.

PROJECT READINESS

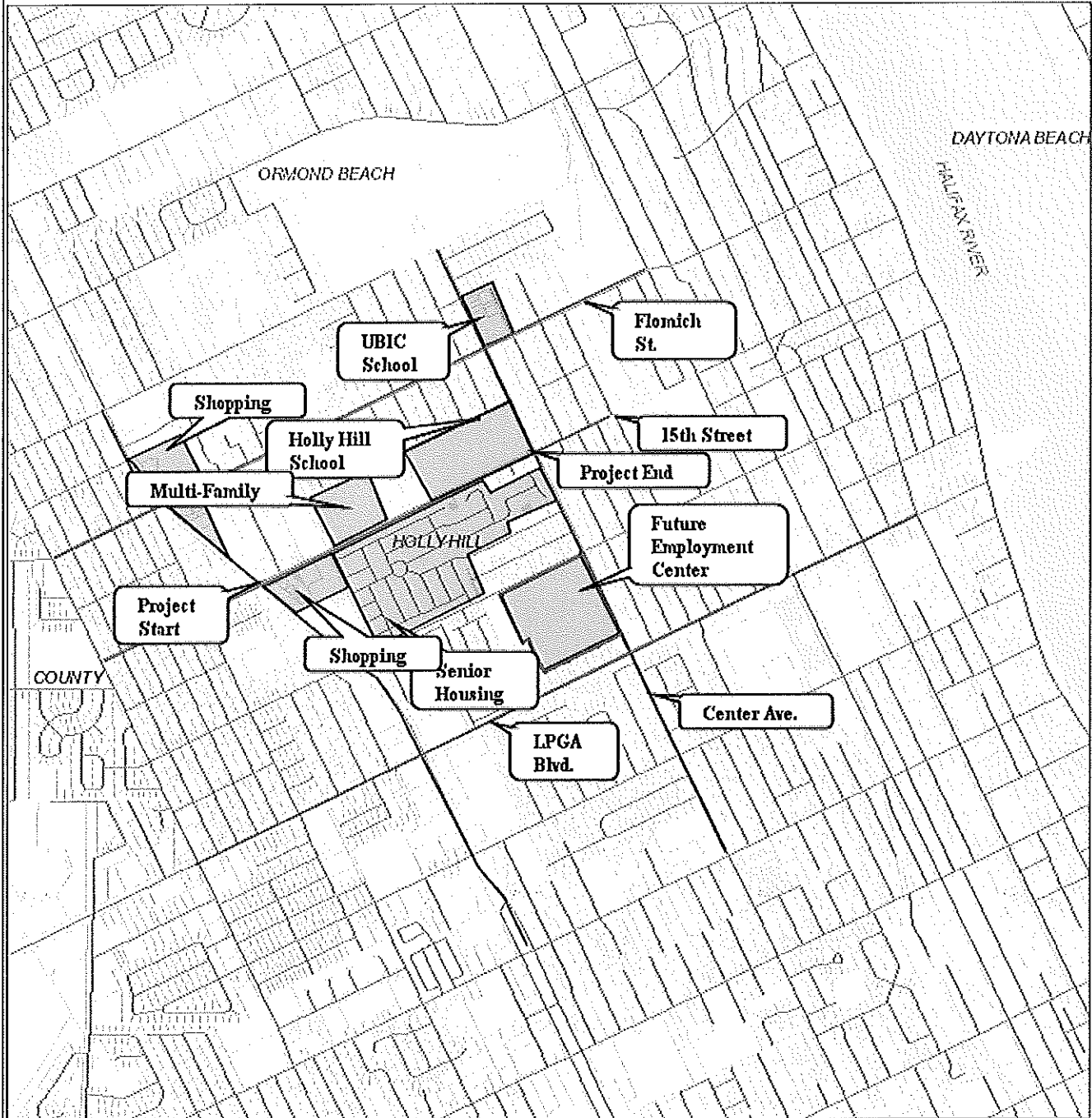
This application is seeking design and right-of-way phases as part of the application to be followed by construction as plans are completed.

Project Purpose and Scope

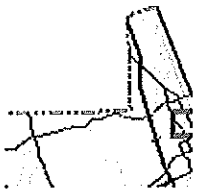


Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

15TH STREET SERVICE AREA



Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)



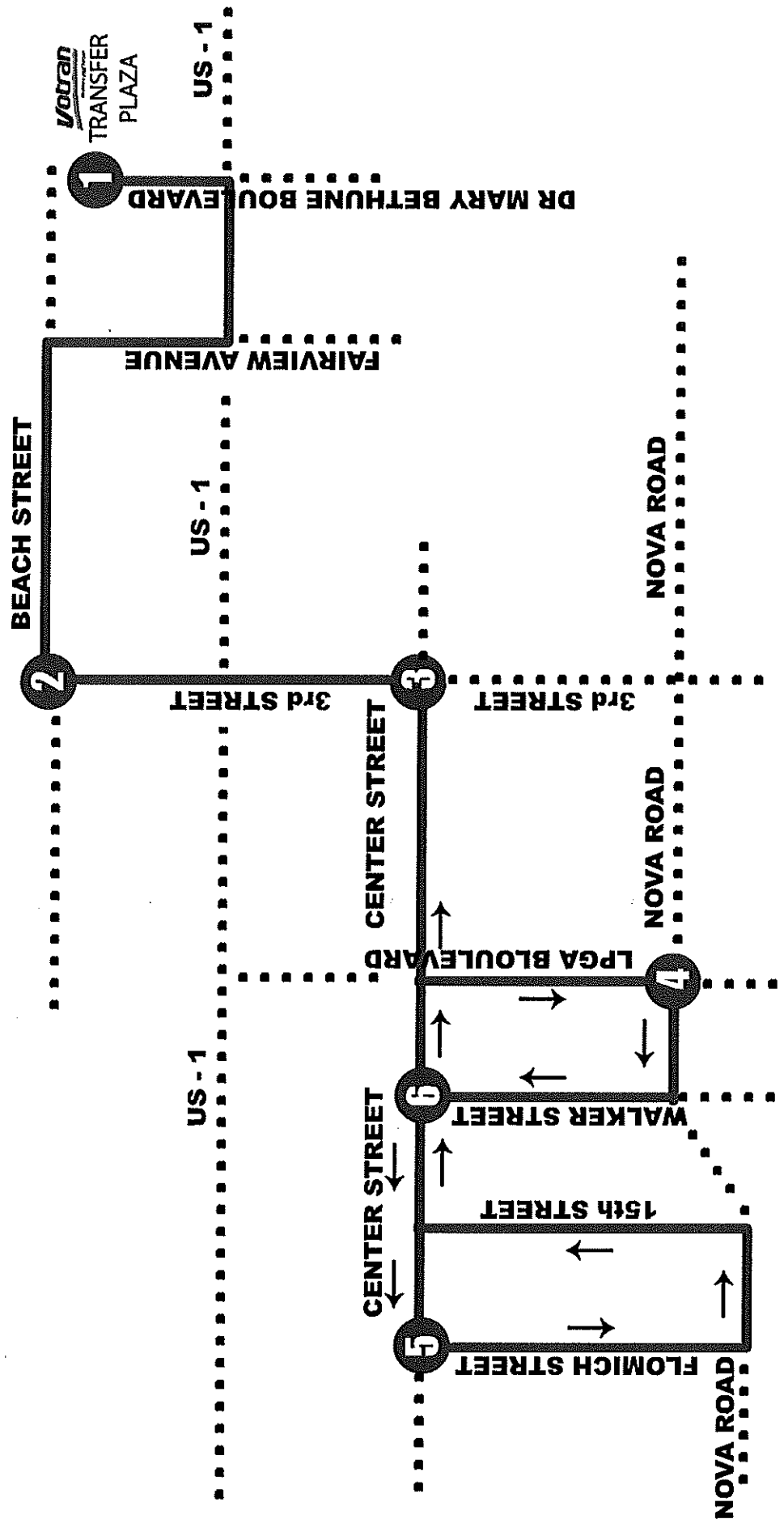
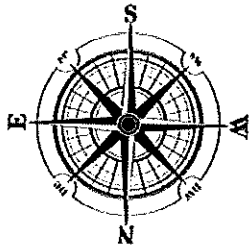
Scale 1:20,880 1 in = 1,741 ft
 Date Created:
 16-Mar-17 09:44 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

ROUTE 5 - CENTER STREET

Serving:

- 1 Transfer Plaza
- 2 3rd Street/Riverside Drive
- 3 3rd Street/Center Street
- 4 LPGA Boulevard/Nova Road
- 5 Center Street/Flomich Street
- 6 Nova Road and Flomich Street



Holly Hill Elementary Potential Bike/Ped Students

Created by Facilities Service
February, 201

9.3.a

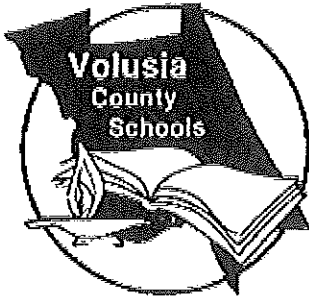


Analysis Based on the 20 day Enrollments for 2015-2016 School Year

Students within the Walk Zone and Living .25 miles from the Proposed Sidewalks



Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124

PHONE: 386/734-7190 • FAX: 386/506-5056

School Board of Volusia County

Mrs. Melody Johnson, Chairman
Mrs. Linda Cuthbert, Vice-Chairman
Mrs. Ida D. Wright
Dr. John Hill
Mr. Carl G. Persis

March 10, 2017

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

Re: Letter of Support for Sidewalk Improvements on Center Avenue and 15th Street

Dear Mr. Forte:

On March 17th, 2015, the School Board of Volusia County adopted Resolution No. 2015-09 supportive of the City of Holly Hill's grant application to the TPO to study the feasibility of sidewalk construction, among which is the proposed improvement on Center Avenue from Flomich Street to LPGA Boulevard. These initiatives are in line with the school district's desire to support multiagency efforts in providing safe and alternative modes of transportation, especially where it encourages students to walk and bicycle to school safely. Additionally, the school district is also interested in these sidewalk improvements as they relate to the construction of a safer route to Holly Hill K-8 School.

This letter serves to reiterate the School Board's support and express additional support for the City of Holly Hill's grant application to the TPO for the design and construction of sidewalk improvements along Center Avenue (LPGA Boulevard to Flomich Street), and on 15th Street (Nova Road to Center Avenue).

The Interlocal Agreement of July 2007, which outlines the relationship between Volusia County's municipalities and the school district, provides for many opportunities to work together for the good and wellbeing of our communities and students. The district continues to enjoy a long-standing and mutually beneficial relationship with the City of Holly Hill, and is pleased to be of support to the City's proposed improvements.

Sincerely,

Saralee L. Morrissey
Saralee Morrissey, FAICP
Director for Planning

cc: Tom Harowski, City of Holly Hill
Steven Harris, R2C TPO
Project File

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA
RESOLUTION NO. 2015-09

A Resolution of the School Board of Volusia County, Florida, expressing support for the City of Holly Hill's grant application for a feasibility study for sidewalk construction on local roads.

WHEREAS, the Transportation Planning Organization facilitates the planning, development and implementation of projects that will improve safety and reduce traffic and encourages children to walk and bicycle to school; and

WHEREAS, the Florida Department of Transportation has grant programs to allocate federal funds to eligible applicants; and

WHEREAS, Volusia County School District staff has participated in the TPO's Bicycle Pedestrian Safety Studies around area elementary and middle schools; and

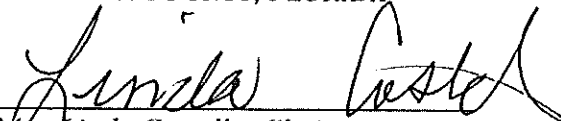
WHEREAS, the School Board of Volusia County desires to support the multiagency effort to provide safe and alternative modes of transportation;

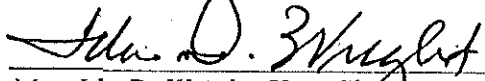
NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, IN OFFICIAL SESSION, DULY ASSEMBLED IN DeLAND, FLORIDA, THIS 17TH DAY OF MARCH 2015, AS FOLLOWS:

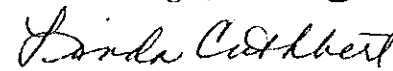
That the School Board of Volusia County supports the City of Holly Hill's grant application for a feasibility study to construct sidewalks on Flomich Street between Nova Road and Center Avenue, a feasibility study to construct sidewalks on the east side of Center Avenue between Flomich Street and LPGA Boulevard; and a feasibility study to construct sidewalks continuing south on Center Avenue from LPGA Boulevard to the southern city limit.

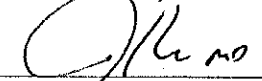
BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the School Board of Volusia County, Florida, submitted to the Transportation Planning Organization, and be used to supplement the City of Holly Hill's grant applications.

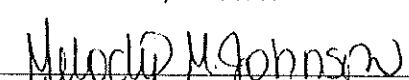
PASSED AND ADOPTED THIS 17TH DAY OF MARCH, 2015
THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

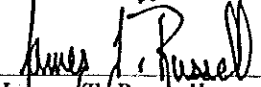

Mrs. Linda Costello, Chairman


Mrs. Ida D. Wright, Vice Chairman


Mrs. Linda Cythbert, Member


Dr. John Hill, Member


Mrs. Melody Johnson, Member


James T. Russell,
Interim Superintendent of Schools

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)



**THIS FORM SHALL BE SUBMITTED FOR ALL PROJECTS
NOT CURRENTLY IN THE FDOT WORK PROGRAM.
FDOT PROJECT INFORMATION APPLICATION FORM**

DATE: MARCH 28, 2017

1. Project Information:

Project ID (SR, CR, Etc...): 15TH STREET SIDEWALK PROJECT

From/At (South or West Termini): NOVA ROAD

To (North or East Termini): CENTER AVENUE

County: Volusia

Project Length (Miles): 0.68

Project Type: Other If *other*, please specify: Bike/Ped

2. Title of Project Priority List and Project Ranking: RANKING ON R2CTPO IS PENDING

Central Florida MPO Alliance List and Project Ranking (if applicable): NA

3. Managing Agency Contact Information:

Applicant: CITY OF HOLLY HILL

Contact Person: JOSEPH A. FORTE

Title: CITY MANAGER

Address: 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL. 32117

Phone Number: (386) 248-9425

E-mail Address: JFORTE@HOLLYHILLFL.ORG

4. Phase(s) Being Requested (click to select all appropriate boxes):

☐ Study ☐ PD&E ☒ Design

☐ Right-of-way ☒ Construction ☐ Other:

5. Project Description: 15TH STREET SIDEWALK

a. Project Scope/Description (please be as detailed as possible): DESIGN AND CONSTRUCT A 6-FOOT WIDE SIDEWALK ON BOTH SIDES OF 15TH STREET FROM NOVA ROAD TO CENTER AVENUE.

b. What fiscal year will this project be ready for production/construction: 2017-2018

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

Work Type	Requested Fiscal Year (July 1-June 30)
Planning Development (Corridor or Feasibility Study)	
Project Development and Environment Study (PD&E)	
Design	X
Right-of-way Acquisition	
Construction/CEI	X
Other	

- c. Please state the purpose and need for this project.

THE PROJECT SERVES PEDESTRIAN AND CYCLIST ACCESS TO THE HOLLY HILL SCHOOL (K-8) WHICH HAS A VERY HIGH LEVEL OF WALK-IN STUDENT VOLUME. THE PROJECT ALSO SERVES AS A KEY LINK IN A SIDEWALK NETWORK SERVING THE NORTHWEST QUADRANT OF THE CITY. THE SIDEWALK LINKS RESIDENCES TO SCHOOLS, SHOPPING, COMMUNITY FACILITIES AND TRANSIT.

- d. What data from the statement above was obtained and/or used to support this analysis?

15TH STREET SIDEWALK FEASIBILITY STUDY, MARCH 2017.

Note: If a study was done, then please provide a copy of the study. If no study was done, please provide documentation to support the need of the project and that the proposed improvements will address the issue.

THE STUDY IS ON FILE WITH THE RIVER TO SEA TPO AND AVAILABLE ON THEIR WEBSITE.

- e. Is this project within 5 miles of a Public Airport? If yes, which one(s)?

NO

- f. Is this facility a designated SIS corridor, connector, or hub or adjacent to a SIS facility?

NO

- g. Is this project on a transit route? If yes, which one(s)?

YES. VOTRAN ROUTE 5

- h. Is this project within the Federal Aid system? NO

(If yes, FDOT staff needs to verify and check here ☐)

6. Consistency with Local and MPO Plans

- a. Is this project consistent with the Local Government Comprehensive Plan?

YES. THE PROJECT IS LISTED IN THE CITY'S 5-YEAQR CAPITAL IMPROVEMENTS PLAN

If no, please state when an amendment will be processed to include the project in the Plan.

- b. Is the project in an MPO Cost Feasible component of the Long Range Transportation Plan (LRTP)?

SIDEWALK PROJECTS ARE COVERED BY POLICIES IN THE LONG RANGE PLAN. SPECIFIC INDIVIDUAL PROJECTS ARE NOT CALLED OUT. THE PROJECT IS CONSISTENT WITH THE LONG RANGE PLAN POLICY. REFERENCE GOAL 1 ON PAGE 10, GOALS 3 AND 4 ON PAGE 11 AND SECTION 9.1 ON PAGE 81.

If yes, please attach a copy of the page in the LRTP.

If no, please state when an amendment will be done to include the project in the LRTP (if applicable). It is not necessary to specifically identify traffic planning studies in the LRTP.

7. Other Information:

- a. Has the Applying Agency been certified by FDOT to perform the work under the Local Agency Program (LAP) process?

NO

- b. What year was the agency last certified?

8. If this is a non-state road project, to be located outside of State Right-of-Way, is there sufficient right-of-way for the project is currently owned by the local government entity?

YES

If yes, please provide proof of right-of-way ownership (right-of-way certification, right-of-way maps or maintenance maps).

Work Type	Phase Complete? Yes/No/NA	Responsible Agency (Who performed or who will perform the work?)	Procurement Method? In-house/Advertise	Project Cost Estimate
Planning Development (Corridor or Feasibility Study)	Yes		-	\$0.00
Project Development and Environment Study (PD&E)	N/A		-	\$0.00
Design	No		-	\$170700
Right-of-way Acquisition	N/A		-	\$0.00
Construction	No		-	\$542304
CEI	No		-	\$54230
Other:	-		-	\$0.00
Total Project Cost Estimate:	\$767,234.00			

- Include a map showing location of the area of interest. Label important features, roadways, or additional description to help FDOT identify the location and understand the nature of the project.
- When requesting the Construction phase please include the following documents, if available:
 - Signed and sealed plans
 - Engineer's estimate
 - Bid Documents and Specifications Package
 - Signed LAP Construction Checklist
 - Right of Way Certification
 - Environmental Certification
 - All necessary permits

Proposed Funding Source (required by the R2CTPO)

Work Type	Federal/ State \$	Local \$	Project Cost Estimate \$ *
Planning Development (Corridor or Feasibility Study)	\$	\$	\$ 0.00
Project Development and Environment Study (PD&E)	\$	\$	\$ 0.00
Design	\$153630	\$17070	\$170,700.00
Right-of-way Acquisition	\$	\$	\$ 0.00
Construction	\$488074	\$54230	\$542,304.00
CEI	\$48807	\$5423	\$54,230.00
Other:	\$	\$	\$ 0.00
Total Project Cost Estimate:	\$536,881.00	\$59,653.00	\$767,234.00

*Project Cost Estimate for each Work Type must match the Project Cost Estimate provided in the preceding table.

EXHIBIT "A"

Preliminary Scope & Study Schedule - Phase 18 (Planning)

FPN (If Known): FAN: TBD

Name of Project:

Local Agency Contact (Project Manager):

Phone: Email Address:

Project Scope/Description, Termini, Project Length:

Procurement Method:

☐ Advertisement

Fee Estimate: \$0 (include backup documentation)

Tentative Schedule (MMDDYY):

FDOT issues NTP for Study:

Advertise/Award/NTP for Study

Services:

Begin Study:

Final Submittal:

Final Invoice:

Date Agreement needed:

Board Date:

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

EXHIBIT "A"

Preliminary Scope & Study Schedule - Phase 28 (PD&E)

FPN (If Known):

FAN:

Name of Project:

Local Agency Contact (Project Manager):

Phone:

Email Address:

Project Scope/Description, Termini, Project Length:

Procurement Method:

☐ Advertisement

Fee Estimate: \$0

(include backup documentation)

Tentative Schedule (MMDDYY):

FDOT issues NTP for Study:

Advertise/Award/NTP for Study

Services:

Begin Study:

Final Submittal:

Final Invoice:

Date Agreement needed:

Board Date:

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

EXHIBIT "A"**Preliminary Scope & Study Schedule - Phase 38 (Design)**

FPN (If Known): FAN:

Name of Project: 15 STREET SIDEWALK

Local Agency Contact (Project Manager): JOSEPH A. FORTE, CITY MANAGER

Phone: (386)-248-9425 Email Address: JFORTE@HOLLYHILLFL.ORG

Project Scope/Description, Termini, Project Length:

THE PROPOSED PROJECT WILL CONSTRUCT A 6-FOOT WIDE SIDEWALK ON BOTH SIDES OF 15TH STREET FROM NOVA ROAD TO CENTER AVENUE; A DISTANCE OF APPROXIMATELY 3,600 LF.

Design Procurement Method:☐

In-House

☒

Advertisement

Design Fee Estimate: 170700 (include backup documentation)

Tentative Design Schedule (MMDDYY):

FDOT issues NTP for Design: TBD

Advertise/Award/NTP for Design Services: TBD

Begin Design: TBD

60% Plans Submittal (including Reviews): TBD

90% Plans Submittal (including Reviews): TBD

Final Plans Submittal: TBD

Final Invoice: TBD

Date Agreement needed: TBD

Board Date: TBD

Construction Funded: ☐ Yes ☒ No Fiscal Year:

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

EXHIBIT "A"

Preliminary Scope & Study Schedule - Phase 58 (Construction)

FPN (If Known):

FAN:

Name of Project: 15TH STREET SIDEWALK

Project Manager: JOSEPH A. FORTE, CITY
MANAGER

Phone: (386) 249-9425

Email Address: JFORTE@HOLLYHILLFL.ORG

Project Scope/Description, Termini, Project Length:

THE PROPOSED PROJECT WILL CONSTRUCT A 6-FOOT WIDE SIDEWALK ON BOTH SIDES OF 15TH STREET FROM NOVA ROAD TO CENTER AVENUE; A DISTANCE OF APPROXIMATELY 3,600 LF.

CEI Procurement Method:

- ☐ In-House
☒ Advertisement

CEI Estimate (LAP Projects Only)

54230

(Attach supporting man-hours and rates)

Const Estimate (LAP Projects Only):

542304

(Attach engineer's estimate)

Tentative Construction Schedule (MMDDYY):

Ad Date: TBD

Bid Opening Date: TBD

Award Date: TBD

Executed Contract Date: TBD

Pre Construction Date: TBD

NTP to Contractor Date: TBD

Construction Duration : TBD

Completion Date: TBD

Final Acceptance Date: TBD

Date Agreement Needed: TBD

Board Date: TBD

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

2040 Long Range Transportation Plan

Table 2 provides a comparison of the River to Sea TPO 2040 LRTP Goals with MAP 21 Planning Factors and National Performance Goals [23USC §150(b)].

Goal 1: Provide a Balanced and Efficient Multimodal Transportation System

Objective 1.1 – Balanced Multimodal System

Develop a multimodal transportation system that improves the accessibility and mobility to economic centers for all users (vehicle, bicycle and pedestrian) as well as the movement of goods.

Objective 1.2 – Roadway Efficiency

Minimize congestion and delay on roadways and intersections through projects that improve capacity, provide more efficient use and operation of existing transportation facilities, and reduce transportation demand.

Objective 1.3 – Transit Efficiency

Provide public transit systems that deliver efficient and convenient transit service.

Objective 1.4 – Financial Efficiency

Develop a Plan that maximizes use of all available existing and alternative revenue sources and is financially feasible.

Objective 1.5 – Cost Effectiveness

Incorporate measures that give priority to projects that provide high benefit-to-cost considerations.

Goal 2: Support Economic Development

Objective 2.1 - Economic Benefit

Develop a transportation system that supports regional and local economic growth and diversity and improves the economic competitiveness of the region.

Objective 2.2 - Freight Movement

Identify and support safe and efficient truck routes and other facilities that improve freight and goods movement.

Objective 2.3 - Access to Intermodal Facilities

Improve connectivity and access to rail, port and airport facilities.

Objective 2.4 - Transit Access to Employment

Support funding of transit service that improves access to employment centers.

2040 Long Range Transportation Plan

Table 2 provides a comparison of the River to Sea TPO 2040 LRTP Goals with MAP 21 Planning Factors and National Performance Goals [23USC §150(b)].

Goal 1: Provide a Balanced and Efficient Multimodal Transportation System

Objective 1.1 – Balanced Multimodal System

Develop a multimodal transportation system that improves the accessibility and mobility to economic centers for all users (vehicle, bicycle and pedestrian) as well as the movement of goods.

Objective 1.2 – Roadway Efficiency

Minimize congestion and delay on roadways and intersections through projects that improve capacity, provide more efficient use and operation of existing transportation facilities, and reduce transportation demand.

Objective 1.3 – Transit Efficiency

Provide public transit systems that deliver efficient and convenient transit service.

Objective 1.4 – Financial Efficiency

Develop a Plan that maximizes use of all available existing and alternative revenue sources and is financially feasible.

Objective 1.5 – Cost Effectiveness

Incorporate measures that give priority to projects that provide high benefit-to-cost considerations.

Goal 2: Support Economic Development

Objective 2.1 - Economic Benefit

Develop a transportation system that supports regional and local economic growth and diversity and improves the economic competitiveness of the region.

Objective 2.2 - Freight Movement

Identify and support safe and efficient truck routes and other facilities that improve freight and goods movement.

Objective 2.3 - Access to Intermodal Facilities

Improve connectivity and access to rail, port and airport facilities.

Objective 2.4 - Transit Access to Employment

Support funding of transit service that improves access to employment centers.

2040 Long Range Transportation Plan

Goal 3: Enhance Connectivity and Transportation Choices

Objective 3.1 - Multimodal Transportation Options

Provide a range of transportation alternatives to improve mobility for all citizens with special consideration for the elderly, people with disabilities, and those unable to drive.

Objective 3.2 - Interconnectivity Between Modes

Maximize the interconnectivity of roadways, sidewalks, bicycle facilities, trails, transit and other transportation system components to provide safe and convenient pedestrian, bicycle, transit and motor vehicle mobility.

Objective 3.3 - Connectivity Between Activity Centers

Enhance regional connectivity to employment, education, health, entertainment and other major activity centers.

Objective 3.4 - Connectivity Between Jurisdictions

Enhance connectivity between local government jurisdictions within the region.

Goal 4: Improve Safety and Security

Objective 4.1 - Roadway System Safety

Identify and prioritize improvements to reduce the frequency and severity of crashes, and minimize injuries and fatalities.

Objective 4.2 - Bicycle and Pedestrian Safety

Identify and implement safety programs and enhancements to improve the safety of pedestrian and bicycle facilities.

Objective 4.3 - Transit System Security and Safety

Enhance security of transit systems through appropriate design, monitoring and enforcement programs.

Objective 4.4 - Emergency Evacuation

Develop a transportation plan that supports emergency evacuation, response and post-disaster recovery; and improves national, state and local security and emergency management functions.

Goal 5: Continue to Provide and Create New Quality Places

Objective 5.1 - Land Use Efficiency

Promote compact, walkable, mixed use development and redevelopment opportunities that encourage a range of transportation options and maximize the effectiveness of the transportation system.

Financial Feasibility

Table 3: North Side Sidewalk Quantities and Cost Estimates

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
PAY ITEM NO.	ITEM DESCRIPTION	UNIT	NORTH SIDE		
			BASE QTY	BASE UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	10%	\$ 10,694
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	\$ 10,694
104-10-3	SEDIMENT BARRIER	LF	1755	\$ 1.60	\$ 2,808
104-11	FLOATING TURBIDITY BARRIER	LF	18	\$ 9.59	\$ 173
104-18	INLET PROTECTION SYSTEM	EA	11	\$ 112.22	\$ 1,234
110-1-1	CLEARING AND GRUBBING	AC	0.26	\$ 8,400.00	\$ 2,184
110-7-1	MAILBOX, F&I SINGLE	EA	1	\$ 148.00	\$ 148
120-1	REGULAR EXCAVATION	CY	217	\$ 10.00	\$ 2,173
120-6	EMBANKMENT	CY	104	\$ 15.00	\$ 1,563
160-4	TYPE B STABILIZATION	SY	127	\$ 3.00	\$ 381
285-706	OPTIONAL BASE, BASE GROUP 6	SY	120	\$ 20.00	\$ 2,400
327-70-1	MILLING EXIST ASPHALT PAVT 1"AVG DEPTH	SY	156	\$ 2.00	\$ 312
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B) (3")	TN	19.8	\$ 96.00	\$ 1,901
337-7-40	FRICTION COURSE, TRAFFIC B, FC-9.5 (1")	TN	15.2	\$ 97.00	\$ 1,474
425-1-563	INLETS, DT BOT, TYPE F, J BOT, <10'	EA	1.0	\$ 8,400.00	\$ 8,400
430-174-115	PIPE CULV, OPT MATL, ROUND, 15"SD	LF	10.0	\$ 98.87	\$ 989
430-174-136	PIPE CULV, OPT MATL, ROUND, 36"SD	LF	120.0	\$ 101.21	\$ 12,145
430-984-123	MITERED END SECT, OPTIONAL RD, 15" SD	EA	1.0	\$ 1,042.17	\$ 1,042
430-984-138	MITERED END SECT, OPTIONAL RD, 36" SD	EA	1.0	\$ 2,900.23	\$ 2,900
515-1-2	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	60	\$ 33.00	\$ 1,980
522-1	CONCRETE SIDEWALK, 4" THICK	SY	910	\$ 33.50	\$ 30,485
522-2	CONCRETE SIDEWALK, 6" THICK	SY	569	\$ 46.00	\$ 26,174
527-2	DETECTABLE WARNING (RETROFIT) (PREFORMED THERMO)	SF	136	\$ 30.00	\$ 4,080
570-1-2	PERFORMANCE TURF, SOD	SY	257	\$ 2.20	\$ 565
700-1-11	SINGLE POST SIGN (FURNISH AND INSTALL)	AS	2	\$ 329.00	\$ 658
700-1-60	SINGLE SIGN POST (REMOVE)	AS	3	\$ 22.00	\$ 66
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	656	\$ 1.00	\$ 656
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	37	\$ 1.40	\$ 52
				SUBTOTAL	\$ 128,332
N/A	CEI	LS	1	10%	\$ 12,833
N/A	ENGINEERING AND DESIGN	LS	1	30%	\$ 124,191.65
N/A	SURVEY AND ROW MAPPING	LS	1	\$ 8,000.00	\$ 8,000
			TOTAL		\$ 273,357
	FDOT Inflation-Adjusted Estimate		<i>Inflation Factor</i>	<i>PDC Multiplier</i>	<i>Adjusted Cost Estimate</i>
	Year 1 Inflation-adjusted Estimate (2018)		2.7%	1.027	\$ 280,738
	Year 2 Inflation-adjusted Estimate (2019)		2.8%	1.056	\$ 288,665
	Year 3 Inflation-adjusted Estimate (2020)		2.6%	1.083	\$ 296,046

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)

Financial Feasibility

Table 4: South Side Sidewalk Quantities and Cost Estimates

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST					
PAY ITEM NO.	ITEM DESCRIPTION	UNIT	SOUTH SIDE		
			BASE QTY	BASE UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	10%	\$ 34,498
102-1	MAINTENANCE OF TRAFFIC	LS	1	10%	\$ 34,498
104-10-3	SEDIMENT BARRIER	LF	2814	\$ 1.60	\$ 4,502
104-11	FLOATING TURBIDITY BARRIER	LF	18	\$ 9.59	\$ 173
104-18	INLET PROTECTION SYSTEM	EA	9	\$ 112.22	\$ 1,010
110-1-1	CLEARING AND GRUBBING	AC	0.35	\$ 8,400.00	\$ 2,940
110-7-1	MAILBOX, F&I SINGLE	EA	1	\$ 148.00	\$ 148
120-1	REGULAR EXCAVATION	CY	636	\$ 10.00	\$ 6,360
120-6	EMBANKMENT	CY	1013	\$ 15.00	\$ 15,195
160-4	TYPE B STABILIZATION	SY	40	\$ 3.00	\$ 120
285-706	OPTIONAL BASE, BASE GROUP 6	SY	33	\$ 20.00	\$ 660
327-70-1	MILLING EXIST ASPHALT PAVT 1"AVG DEPTH	SY	111	\$ 2.00	\$ 222
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B) (3")	TN	5.4	\$ 96.00	\$ 518
337-7-40	FRICTION COURSE, TRAFFIC B, FC-9.5 (1")	TN	7.9	\$ 97.00	\$ 766
425-1-563	INLETS, DT BOT, TYPE F, J BOT, <10'	EA	6.0	\$ 8,400.00	\$ 50,400
430-174-115	PIPE CULV, OPT MATL, ROUND, 15"SD	LF	231.0	\$ 98.87	\$ 22,839
430-174-124	PIPE CULV, OPT MATL, ROUND, 24"SD	LF	1016.0	\$ 85.42	\$ 86,787
430-174-136	PIPE CULV, OPT MATL, ROUND, 36"SD	LF	35.0	\$ 161.58	\$ 5,655
430-175-115	PIPE CULV, OPT MATL, ROUND, 15"CD	LF	35.0	\$ 161.58	\$ 5,655
430-984-123	MITERED END SECT, OPTIONAL RD, 15" SD	EA	11.0	\$ 1,042.17	\$ 11,464
430-984-129	MITERED END SECT, OPTIONAL RD, 24" SD	EA	1.0	\$ 1,519.55	\$ 1,520
515-1-2	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	29	\$ 33.00	\$ 957
522-1	CONCRETE SIDEWALK, 4" THICK	SY	1336	\$ 33.50	\$ 44,756
522-2	CONCRETE SIDEWALK, 6" THICK	SY	1682	\$ 46.00	\$ 77,372
527-2	DETECTABLE WARNING (RETROFIT) (PREFORMED THERMO)	SF	33	\$ 30.00	\$ 990
570-1-2	PERFORMANCE TURF, SOD	SY	1406	\$ 2.20	\$ 3,093
700-1-11	SINGLE POST SIGN (FURNISH AND INSTALL)	AS	2	\$ 329.00	\$ 658
700-1-60	SINGLE SIGN POST (REMOVE)	AS	3	\$ 22.00	\$ 66
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	125	\$ 1.00	\$ 125
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	18	\$ 1.40	\$ 25
				SUBTOTAL	\$ 413,972
N/A	CEI	LS	1	10%	\$ 41,397.22
N/A	ENGINEERING AND DESIGN	LS	1	30%	\$ 124,191.65
N/A	SURVEY AND ROW MAPPING	LS	1	\$ 8,000.00	\$ 8,000
			TOTAL		\$ 587,561
	FDOT Inflation-Adjusted Estimate	Inflation Factor	PDC Multiplier	Adjusted Cost Estimate	
	Year 1 Inflation-adjusted Estimate (2018)	2.7%	1.027	\$ 603,425	
	Year 2 Inflation-adjusted Estimate (2019)	2.8%	1.056	\$ 620,464	
	Year 3 Inflation-adjusted Estimate (2020)	2.6%	1.083	\$ 636,329	

Attachment: Draft Application Package (1629 : 15Th Street Sidewalk)



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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2992 An Ordinance of the City of Holly Hill, Florida,
Approving the Sixth Amendment to Marina Grande
Residential Based Mixed Use Planned Unit Development
(MPUD) Agreement; Providing for Conflicting Ordinances;
Providing for Severability; and Providing for an Effective
Date.
NUMBER: (ID # 1608)
APPLICANT: Thomas Harowski
PLANNER:

DISCUSSION:

At the February 14, 2017, City Commission the Commission held a public hearing to discuss the amendments to the sign program and voted to accept a specific sign program with conditions related to noise control.

As the underlying MPUD agreement is adopted by ordinance, the amendment must also be adopted by ordinance. This action is for first reading on an adopting ordinance that incorporates the agreed upon sign program into the master development agreement.

FISCAL ANALYSIS:

There is no fiscal impact from the proposed action.

STAFF RECOMMENDATION:

Approve the Sixth Amendment to the MPUD Agreement with Marina Grande.

MOTION:

**APPROVE SECOND READING OF ORDINANCE 2992, APPROVING THE SIXTH
AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT.**

ATTACHMENTS:

- 6th Amendment to MG MPUD (DOCX)
- Graphic Attachments to Marina Grande 6th Amendment (DOCX)

HISTORY:

02/28/17 Next: 03/14/17	City Commission	APPROVED AT 1ST READING
03/14/17 Next: 03/28/17	City Commission	MOVED TO NEXT MEETING

Ordinance No. (ID # 1608)

ORDINANCE 2992 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SIXTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2992

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SIXTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Owner/Developer of Marina Grande have proposed a Sixth Amendment to the MPUD to amend the allowed signage on site.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Sixth Amendment To Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement, a true and correct copy attached hereto.

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 28th day of MARCH, 2017
for second reading.**

Prepared by:
Cobb Cole
Robert A. Merrell III, Esquire
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

**SIXTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

THIS SIXTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the “Sixth Amendment”) is made this ____ day of _____, 2017, by and between **HHA BORROWER, LLC**, a Delaware limited liability company, and **HH BLUE TIDES, LLC**, a Delaware limited liability company (the “Owners”) and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the “City”).

WHEREAS, Riverside Holly Hill, LLC, a Florida limited liability company, and Holly Hill I Associates, Ltd., a Florida limited partnership (collectively, the “Developer”) and City entered into that certain Development Agreement dated January 25, 2005, for the development of certain real property as described in said Agreement, as modified by that certain First Amendment to Agreement dated October 31, 2005 (the “First Amendment”); as further modified by that certain Second Amendment to Agreement dated November 15, 2005 (the “Second Amendment”); as further modified by that certain Third Amendment to Agreement dated November 14, 2006 (the “Third Amendment”); as further modified by that certain Fourth Amendment to Agreement dated February 13, 2007 (the “Fourth Amendment”); and as further modified by that Fifth Amendment to Agreement dated March 27, 2011 (the “Fifth Amendment”) (collectively the “Agreement”);

WHEREAS, Owners acquired ownership of the Property as a bulk assignee; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. Owners and City mutually agree to amend Exhibit “E” attached to the Development Agreement to add pages depicting the Sign Plan for Marina Grande. There are currently temporary and permanent signs that will be removed and temporary and permanent signs incorporated into the development as depicted on Exhibit “E” attached hereto. Exhibit “E” is amended in its entirety as depicted and attached hereto.

3. The parties hereto agree that the number and size of the proposed temporary signs are as follows:

Three two-panel signs located along Riverside Drive frontage north of the park entrance, at the main project entrance, and across from Third Street;

Three flutter flag signs located on the dock;

One banner sign located on the south tower, south side of the building;

Removal of two non-conforming signs at the Third Street entrance;

South Panel Sign 4'8" x 15'

Central Panel Sign 4' x 5'

North Panel Sign 3' x 18'

Flutter Flags 33" x 152"

Banner Sign 12' x 100'

4. The parties hereto agree that the language of the proposed signs shall address only sales with no advertising for leasing.
5. The parties hereto agree that the duration of the proposed temporary sign package shall be three (3) years from the date of the approval of this Agreement.
6. The parties hereto agree that this Sixth Amendment constitutes a major amendment to the Agreement.
7. In the event there are unresolved complaints from the condominium unit owner(s) about the unreasonable noise cause by wind blowing on or through the banner on the South Tower, the City Commission has the right to conduct a public hearing, with reasonable notice to the complainants and the Developer, to review the continued use of a banner for advertising purposes. The City Commissioner specifically reserves the right to amend or repeal this Amendment at the noticed public hearing.
8. Except as specifically modified herein, the Agreement shall remain in full force and effect as first made.
9. Signatures on copies of this Sixth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Sixth Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Joseph A. Forte, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by JOSEPH A. FORTE, City Manager, City of Holly Hill, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____
State of Florida at Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

WITNESSES:

HHA BORROWER, LLC
A Delaware limited liability company

Attachment: 6th Amendment to MG MPUD (1608 : MG on the Halifax - 6Th Amendment)

 (Name Printed or Typed)

 (Name Printed or Typed)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **HHA BORROWER, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____
 State of Florida at Large
 (Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

WITNESSES:

HH BLUE TIDES, LLC
 A Delaware limited liability company

 (Name Printed or Typed)

By: _____
 Name: _____
 Title: _____

 (Name Printed or Typed)

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **HH BLUE TIDES, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____
 State of Florida at Large
 (Seal)

My Commission Expires: _____

Title/Rank: _____

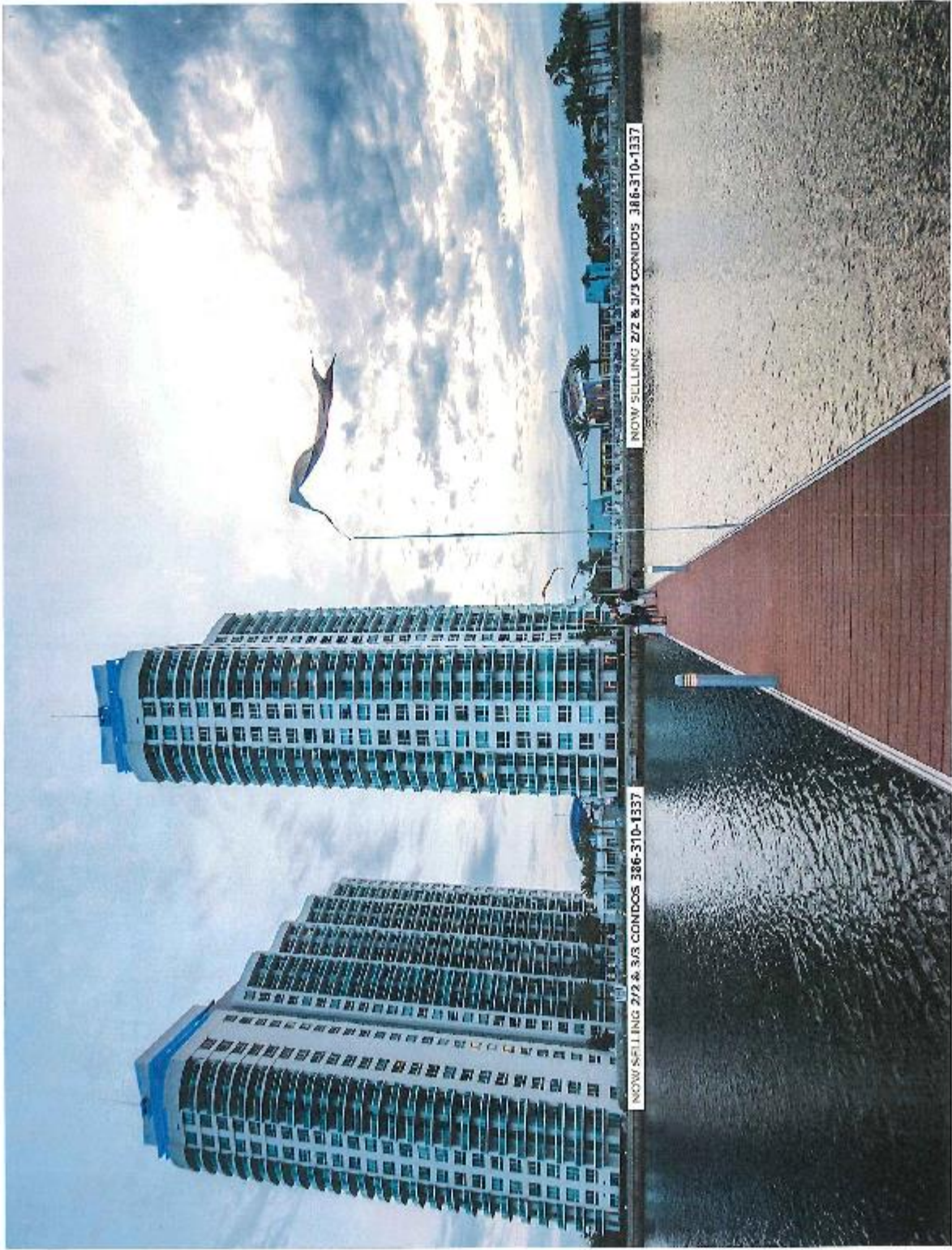
Commission Number: _____

Attachment: 6th Amendment to MG MPUD (1608 : MG on the Halifax - 6Th Amendment)

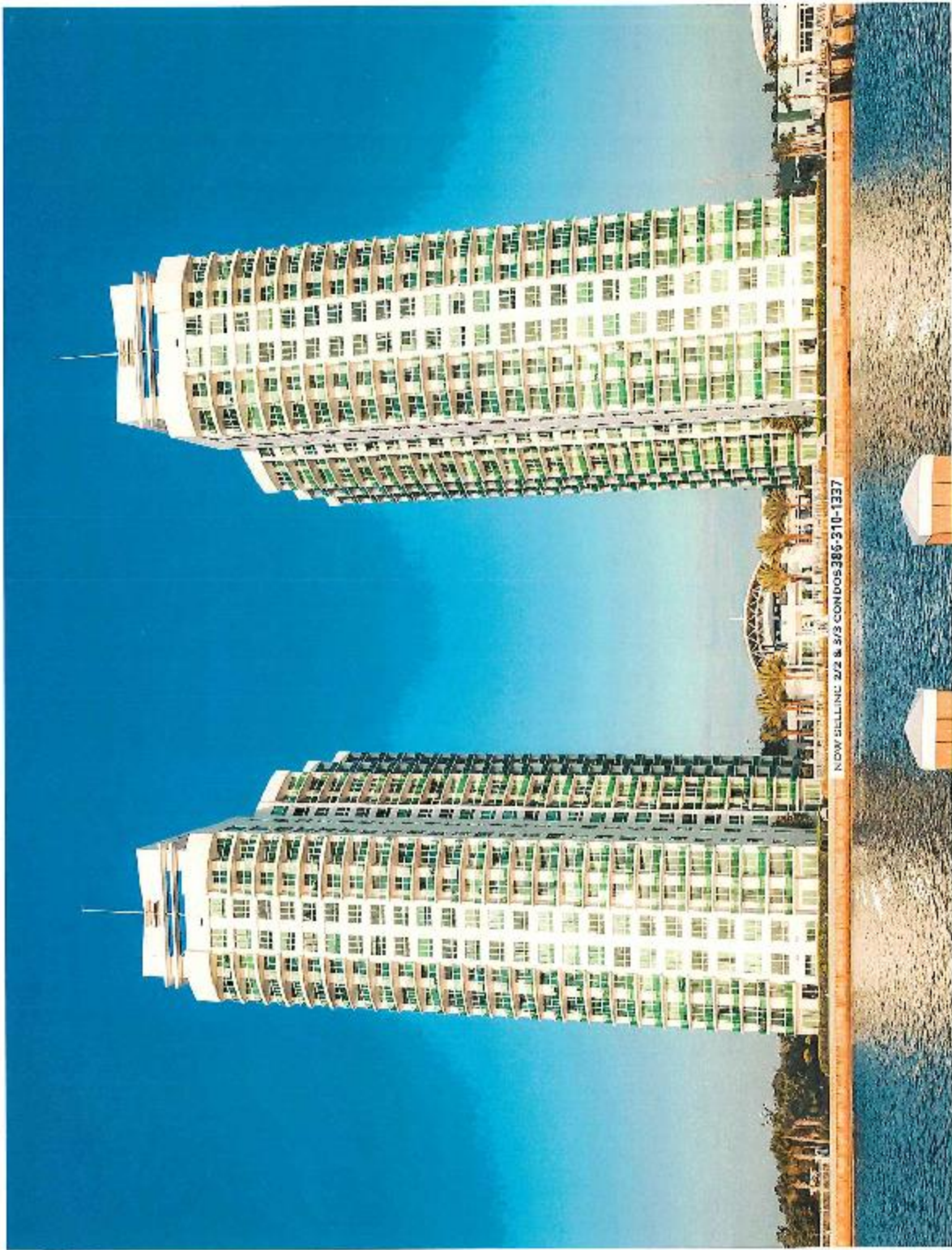
EXHIBIT “E”

SIGN PLAN

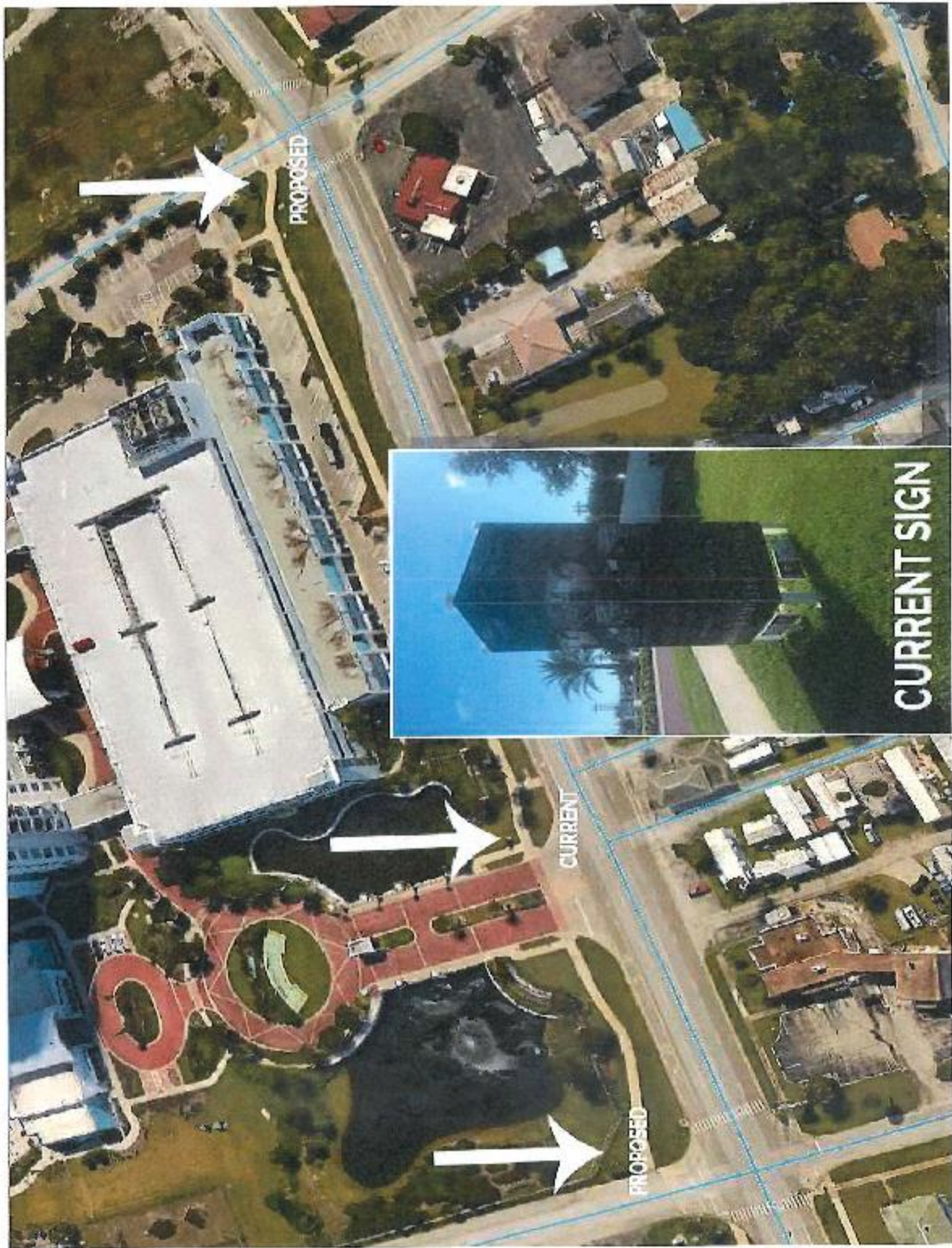
Attachment: 6th Amendment to MG MPUD (1608 : MG on the Halifax - 6Th Amendment)



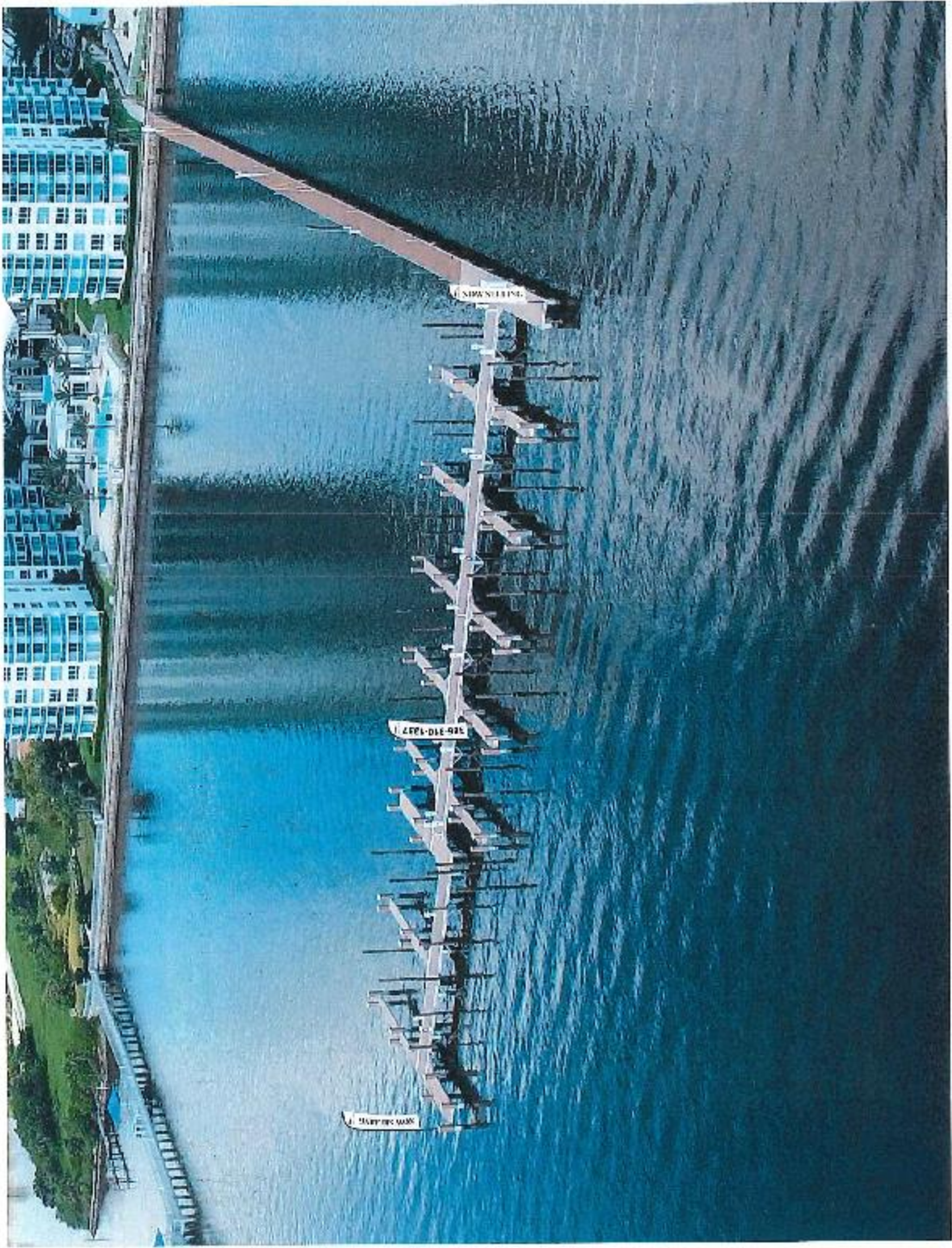
Attachment: Graphic Attachments to Marina Grande 6th Amendment (1608 : MG on the Halifax - 6Th Amendment)

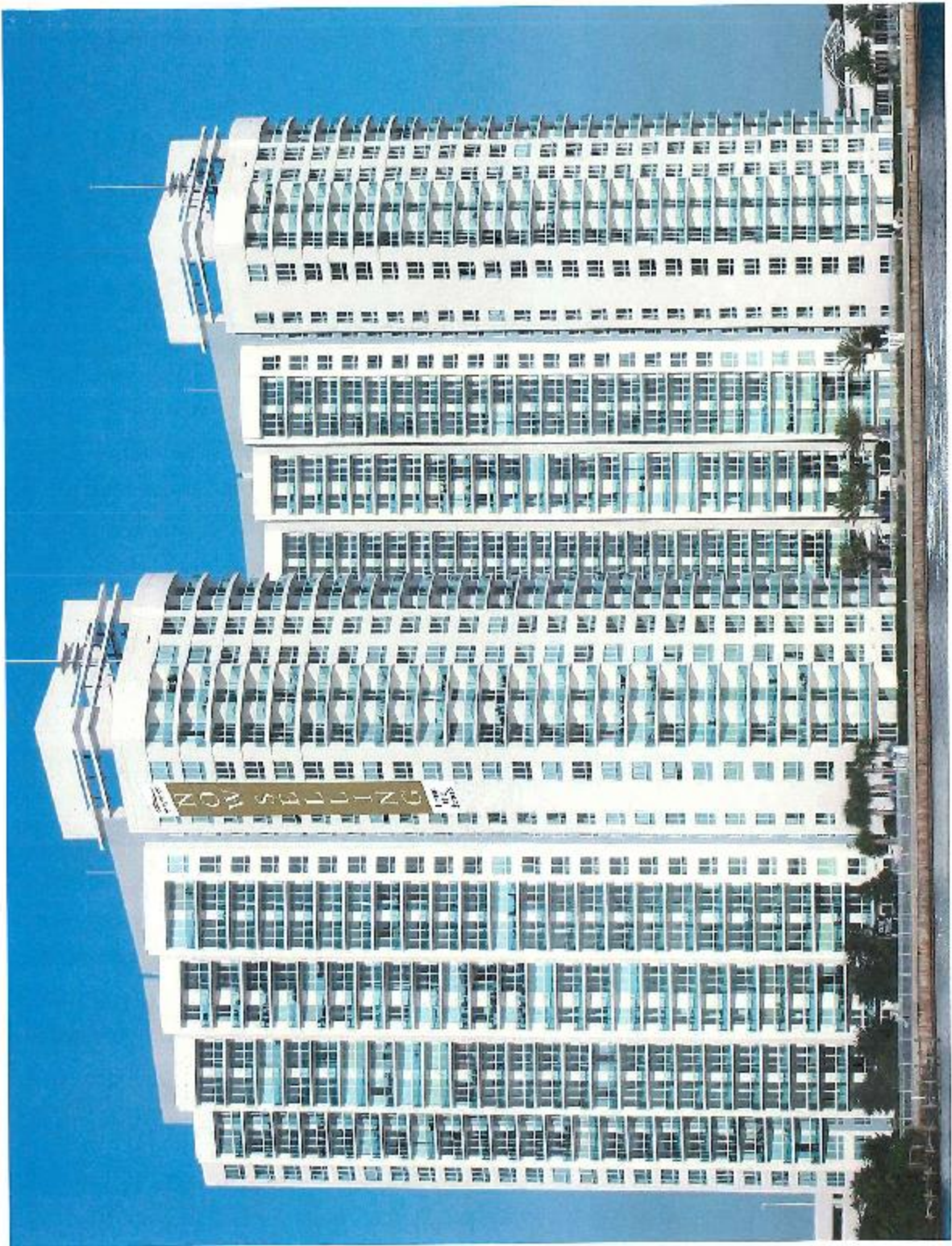


Attachment: Graphic Attachments to Marina Grande 6th Amendment (1608 : MG on the Halifax - 6Th Amendment)



Attachment: Graphic Attachments to Marina Grande 6th Amendment (1608 : MG on the Halifax - 6Th Amendment)





Attachment: Graphic Attachments to Marina Grande 6th Amendment (1608 : MG on the Halifax - 6Th Amendment)



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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2987 An Ordinance of the City of Holly Hill, Florida,
Amending Section 82-322 (Evaluation of Request for
Accommodation Pursuant to the Fair Housing Act) of the City
of Holly Hill Code of Ordinance to Incorporate Recent
Changes in Federal Law Regarding the Review and Approval
of Group Homes; Providing for Conflicting Ordinances;
Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1588)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

This application is a request by the City to consider an amendment to the criteria contained in the City's fair housing ordinance to be used in the evaluation and placement of group homes. The Department of Justice and HUD have modified the list of criteria to be used in evaluating group homes to include distance between similar homes. This request is to bring the City ordinance in line with current Federal standards. At their regular meeting of February 6, 2017 the Board of Planning and Appeals recommended the City Commission adopt the proposed amendment.

BACKGROUND:

Under its rules regarding variances, the City maintains a process for individuals seeking accommodation under the Fair Housing Act. This process offers a route for individuals who desire relief from some element of the City's zoning code as applied to a person with a disability. Recently the Justice Department and HUD issued a ruling allowing the presence of nearby group homes to be a consideration in determining whether additional group homes may be permitted. In some cases, state law exempts group homes of limited size from local zoning rules, and the addition of the spacing criterion in the fair housing appeals section may give the City an additional tool to prevent an over concentration of these uses in a given neighborhood.

The City's zoning classifications do provide for maximum size and spacing for ALF facilities in residential zones, and some of the state exemptions provide spacing requirements for units as well.

DISCUSSION:

The City Attorney has prepared a draft amendment to the fair housing appeals section including the new guidance from the cited Federal agencies on spacing requirements.

FISCAL ANALYSIS:

The proposed ordinance has no fiscal impact.

RECOMMENDATION:

Recommend the City Commission amend the fair housing appeals regulations to include the current Federal guidelines.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2987, AMENDING SECTION 82-322 (EVALUATION OF REQUEST FOR ACCOMMODATION PURSUANT TO THE FAIR HOUSING ACT) OF THE CITY OF HOLLY HILL CODE OF ORDINANCE TO INCORPORATE RECENT CHANGES IN FEDERAL LAW REGARDING THE REVIEW AND APPROVAL OF GROUP HOMES.

HISTORY:

02/28/17	City Commission	APPROVED AT 1ST READING
Next: 03/14/17		
03/14/17	City Commission	MOVED TO NEXT MEETING
Next: 03/28/17		

Ordinance No. (ID # 1588)

ORDINANCE 2987 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 82-322 (EVALUATION OF REQUEST FOR ACCOMMODATION PURSUANT TO THE FAIR HOUSING ACT) OF THE CITY OF HOLLY HILL CODE OF ORDINANCE TO INCORPORATE RECENT CHANGES IN FEDERAL LAW REGARDING THE REVIEW AND APPROVAL OF GROUP HOMES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2987

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 82-322 (EVALUATION OF REQUEST FOR ACCOMMODATION PURSUANT TO THE FAIR HOUSING ACT) OF THE CITY OF HOLLY HILL CODE OF ORDINANCE TO INCORPORATE RECENT CHANGES IN FEDERAL LAW REGARDING THE REVIEW AND APPROVAL OF GROUP HOMES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 82-322 provides a procedure for evaluating a request for accommodation under the Fair Housing Act; and

WHEREAS, recently a joint statement from the Federal Department of Housing and Urban Development and the Department of Justice allowing local governments to take into consideration surrounding sober homes when considering the location of a new sober home; and

WHEREAS, the City adopted a procedure for considering a request for accommodation under the Fair Housing Act, which would include a request for a sober home; and

WHEREAS, the City's procedure should be amended to incorporate the joint statement from the Federal Government; and

WHEREAS, words which are underlined (underlined) are additions to the text

and words with strike through (~~strike through~~) the characters are deletions from the text.

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

SECTION 1.

Sec. 82-322. - Evaluation of request for accommodation pursuant to the Fair Housing Act.

- (a) A request may be made by the property owner or authorized representative for a request for an accommodation from the city's rules, policy, practices or service to allow a handicapped person or persons to have equal opportunity to use and enjoy a dwelling. The request shall be on an approved form issued by the city and must contain the following:
 - (1) Proof of ownership of the property which the request is being made or authorization from the property owner.
 - (2) Specifically identify the rules, policies, practices or services from which relief is being requested.
 - (3) Identify the nature of the disability of the occupants of the dwelling.
 - (4) Outline the minimum relief that is necessary to allow a handicapped person to use and enjoy the dwelling.
 - (5) Described in detail how the requested relief is necessary to allow a person with the above identified disability to be able to reasonably use and enjoy the dwelling.
 - (6) Access must be granted to the necessary city employees to inspect the dwelling.
- (b) The city shall evaluate all necessary criteria, facts, rules, laws, etc., to make a determination as to whether the requested accommodation is reasonable, including, but not limited to:
 - (1) The policies and objectives of the city's comprehensive plan including the future land use designation of the property in question.
 - (2) The permitted uses, conditional uses and special exceptions allowed for the zoning designation of the property in question.
 - (3) The surrounding neighborhood, including zoning and future land use designations of the surrounding area.
 - (4) The capacity of existing city utilities and infrastructures to accommodate the requested use.
 - (5) Existing traffic patterns and traffic problems in the area that currently exists or may become a problem if the requested relief were granted.
 - (6) Potential for noise, dust or other impacts to the neighborhood.
 - (7) Ability of the existing dwelling to accommodate the requested variation, including bedrooms, bathrooms, outside parking and existing compliance with current building codes to determine the existence of any life and safety issues.

- (8) The existence of any current code violations.
 - (9) The over-concentration of group homes in close proximity to the applicant.
- (c) The board of planning and appeals shall review the application and all relevant facts and laws and make a recommendation to the city commission to approve, deny or approve with conditions. The city commission shall make the final determination.

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 28th day of MARCH, 2017
for second reading.**



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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2988 An Ordinance of the City of Holly Hill, Florida,
Adopting a Twelve (12) Month Moratorium on the Approval of
Any Development Order or Issuance of Any Business Tax
Receipt for the Growing, Processing, Manufacturing,
Distribution, Dispensing and Selling of Medical Cannabis
Within the City Limits; Providing for Conflicting Ordinances;
Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1589)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

This application is seeking a recommendation on establishing a moratorium on the approval of medical marijuana dispensaries until the Florida legislature considers ground rules. The Board of Planning and Appeals considered this item at their regular meeting of February 6, 2017 and recommended the City Commission adopt the proposed moratorium.

BACKGROUND:

In November the voters approved a constitutional amendment approving the sale and distribution of medical marijuana. The Florida legislature has been tasked with establishing the rules for administration of the production and distribution systems. Early reports indicate the legislature will establish some rules within the next nine months. It is unclear at this point whether the regulations will address local land use and zoning requirements. It is possible that these issues will be left to the local government discretion in establishing rules.

DISCUSSION:

In dealing with the need to set regulations for land use and zoning one technique that is used is to set a moratorium on the proposed activity to give the local government sufficient time to analyze needs and adopt local regulations. In this case the local governments are also waiting for guidance from Tallahassee on what areas of regulation will be left to the municipalities. The proposal is to set a moratorium of up to one year to give the City time to consider and adopt rules for medical marijuana dispensaries.

FISCAL ANALYSIS:

The proposed ordinance does not have any fiscal impact.

RECOMMENDATION:

Recommend the City Commission adopt the moratorium.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2988, ADOPTING A TWELVE (12) MONTH MORATORIUM ON THE APPROVAL OF ANY DEVELOPMENT ORDER OR ISSUANCE OF ANY BUSINESS TAX RECEIPT FOR THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTION, DISPENSING AND SELLING OF MEDICAL CANNABIS WITHIN THE CITY LIMITS.

HISTORY:

02/28/17 Next: 03/14/17	City Commission	APPROVED AT 1ST READING
03/14/17 Next: 03/28/17	City Commission	MOVED TO NEXT MEETING

Ordinance No. (ID # 1589)

ORDINANCE 2988 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A TWELVE (12) MONTH MORATORIUM ON THE APPROVAL OF ANY DEVELOPMENT ORDER OR ISSUANCE OF ANY BUSINESS TAX RECEIPT FOR THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTION, DISPENSING AND SELLING OF MEDICAL CANNABIS WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2988

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A TWELVE (12) MONTH MORATORIUM ON THE APPROVAL OF ANY DEVELOPMENT ORDER OR ISSUANCE OF ANY BUSINESS TAX RECEIPT FOR THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTION, DISPENSING AND SELLING OF MEDICAL CANNABIS WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2014 the Florida Legislature enacted a law legalizing low-THC medical cannabis in Florida; and

WHEREAS, in 2016 the Florida Legislature expanded the law to legalize medical cannabis in Florida; and

WHEREAS, a comprehensive State licensing and regulatory framework for the cultivation, processing, and dispensing of cannabis now exists; and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance; and

WHEREAS, cannabis businesses licensed pursuant to the law have begun cultivating cannabis for processing and dispensing; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice has discussed federal enforcement of such laws with respect to state regulated cannabis operations in the 2012 “Cole Memorandum,” and;

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis exist, potentially including, offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, there exists the potential for misappropriation of medical cannabis to non-medical uses; and

WHEREAS, an overabundance of dispensing facilities can affect the viability of such facilities, result in compliance issues, lead to the improper diversion of products, and accentuate threats to the public health, safety, and welfare; and

WHEREAS, in November of this year, Florida voters decided to amend the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients; and

WHEREAS, the approved constitutional amendment requires the State to adopt regulations implementing medical marijuana as approved in the constitutional amendment within 6 months of the approval; and

WHEREAS, until the State adopts the implementing regulations, the City will not know the extent to which it can or needs to regulate medical marijuana; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of

cannabis products are rapidly changing - raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a moratorium on the opening of certain new cannabis growing, processing and dispensing facilities; and

WHEREAS, the City of Holly Hill, hereby finds that the moratorium imposed by this ordinance is intended to give the State time to adopt regulations implementing the medical cannabis constitutional amendment and the City of Holly Hill the time reasonably necessary to investigate the impacts of and if necessary, to promulgate reasonable regulations relating to growing, cultivating, manufacturing, selling and dispensing of medical cannabis; and

WHEREAS, the City of Holly Hill hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis growing, processing and dispensing facilities; and

WHEREAS, the City of Holly Hill hereby finds that this ordinance is in the best interest of the public health, safety, and welfare; and

WHEREAS, the City of Holly Hill has determined it is in the public interest to adopt this Ordinance pursuant to the City of Holly Hill police powers and section 381.986 to protect the health, safety, and welfare of the public.

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

SECTION 1. Purpose and intent.

The purpose of this Ordinance is to provide the City of Holly Hill with the opportunity to review the impact of recent changes in law and the passage of a constitutional amendment, as well as the impact of cannabis dispensing in other jurisdictions, to determine how such growing, processing,

manufacturing, distribution, dispensing and selling of medical cannabis should be permitted or regulated in the City of Holly Hill.

SECTION 2. Definitions.

1) The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Ordinance:

a. **Cannabis** means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin and includes medical marijuana.

b. **Cannabis dispensing business** or **business** shall mean a business location offering cannabis for retail sale pursuant to a license to dispense cannabis issued under applicable law.

c. **Compassionate Use Act** shall mean section 381.986, Florida Statutes, and chapter 2016-123, Laws of Florida, as amended from time to time, and any rules or regulations promulgated thereunder.

d. **State** shall mean the State of Florida.

2) In addition to the definitions contained in Subsection (1), other terms used in this Ordinance shall have the meaning ascribed to them in the Compassionate Use Act, and such definitions are incorporated into this Ordinance by this reference.

SECTION 3. Temporary Moratorium.

Beginning on the effective date of this Ordinance, a moratorium is hereby imposed on the in businesses engaged in growing, processing, manufacturing, distribution, dispensing and selling of medical cannabis in the City of Holly Hill for a period of up to one (1) year. During this moratorium the City of Holly Hill shall not issue any development order or business tax receipt for the growing, processing, manufacturing, distribution, dispensing and selling of medical cannabis, including but not limited to the following:

- a. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to open or cause to be opened any cannabis dispensing business within the City of Holly Hill.
- b. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to relocate or cause to be relocated any cannabis dispensing business within the City of Holly Hill.
- c. During the moratorium, it is unlawful and a violation of this ordinance for any person or entity to expand or cause to be expanded any cannabis dispensing business within the City of Holly Hill.
- d. During the moratorium, the City of Holly Hill shall not accept, process or approve any application for business tax receipts, licenses, building permits, land use permits, or any development permits concerning or related to a cannabis dispensing business.
- e. During the moratorium, the City of Holly Hill shall not accept, process or approve any business tax receipts, building permits, land use permits, or any development permits concerning or related to a cannabis dispensing business.
- f. During the moratorium, the City of Holly Hill shall not accept, process or approve any licenses, permits, or approvals for any property, entity, or individual for the sale or dispensation of cannabis so long as this ordinance is in effect.

Nothing in this temporary moratorium shall be construed to prohibit the use of cannabis pursuant to the Compassionate Use Act or other applicable Florida Law, or the delivery of cannabis in compliance with the Compassionate Use Act or other applicable Florida Law.

SECTION 4. Study and Recommendations.

The City of Holly Hill's Manager is hereby directed to study land development regulations for growing, processing, manufacturing, distribution, dispensing and selling of cannabis and medical marijuana and the impact of such regulations in other jurisdictions.

SECTION 5.

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

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

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

SECTION 8. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on this 28th day of MARCH, 2017,
for second reading.**



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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2989 An Ordinance of the City of Holly Hill, Florida,
Amending the Land Development Regulations, by Rezoning
the Parcels Described in Exhibit "A" from City of Holly Hill
R-7 Medium Density Multi-Family Residential to City of Holly
Hill R-3 Medium Density Single-Family; Providing for
Conflicting Ordinances; Providing for Severability; and
Providing an Effective Date.
NUMBER: (ID # 1590)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

This request is to rezone 626 Walker Street and 628 Walker Street from the current R-7 Medium Density Multi-Family Residential to R-3 Medium Density Single-Family Residential. This change will eliminate the prospect for development of two-family or multi-family development and adjust the minimum lot size to 60 feet by 100 feet which is consistent with the existing platted lot pattern.

BACKGROUND:

The subject property was zoned R-7 Medium Density Multi-Family Residential, perhaps in anticipation of developing a small apartment dwelling. Multi-family development never occurred, and the two parcels which comprise the tract are occupied by a single-family home and a non-conforming business which occupies two structures. One of the structures may have been a residential use at some time in the past.

Until recently the two parcels have been in common ownership, but were recently contracted to be sold separately. As separate parcels, the only eligible development under the R-7 zoning is single-family dwellings. One lot fully conforms to R-7 dimensional requirements and one lot has less lot width than required.

The remainder of the properties on the north side of Walker Street are developed with single family homes from Center Avenue west to the Holly Forest mobile home community. The zoning for the single family lots is R-3 Medium Density Single Family Residential except for the corner at Center Avenue which is R-2 Single Family. The Holly Forest mobile home community is zoned R-9 Mobile Home Residential. The future land use map designation for the subject property and the single-family development on the north side of Walker Street is Low Density Residential.

DISCUSSION:

The proposed rezoning from R-7 to R-3 will accomplish several objectives as follows:

- The R-3 zoning will be consistent with the other single-family homes on the west side of Walker Street.
- The current R-7 zoning is inconsistent with the future land use designation, and the proposed change will resolve this inconsistency. Policy 1.1.3 of the Future Land Use Element specifies zoning classification R-1 through R-5 as consistent with the Low Density Residential future land use map classification.
- Neither parcel is of sufficient size to support development other than single family use under the current R-7 zoning. Multi-family development requires a minimum project size of 40,000 square feet and a two-family development requires a minimum 10,000 square foot lot. The two component parcels are each less than 8,000 square feet.
- The R-3 zoning has a minimum lot width of 60 feet, and both parcels will be fully conforming with the dimensional requirements of the R-3 zoning.
- The non-conforming status of the business use will not be affected by the change in zoning from R-7 to R-3. Should the business cease operation for a period of six-months or more, a business use may not be re-established; the property will then have to be converted to residential use.

FISCAL ANALYSIS:

The proposed amendment has no fiscal impact.

STAFF RECOMMENDATION:

The Board of Planning and Appeals reviewed this application at their regular Meeting of February 6, 2017 and recommend the City Commission adopt the proposed rezoning from R-7 to R-3.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2989, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CITY OF HOLLY HILL R-7 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CITY OF HOLLY HILL R-3 MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL.

ATTACHMENTS:

- Z-2017-03 Location Map (PDF)

- 626 and 628 Walker Future Land Use (PNG)
- 626 and 628 Walker Zoning (PNG)

HISTORY:

02/28/17 Next: 03/14/17	City Commission	APPROVED AT 1ST READING
03/14/17 Next: 03/28/17	City Commission	MOVED TO NEXT MEETING

Ordinance No. (ID # 1590)

ORDINANCE 2989 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CITY OF HOLLY HILL R-7 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CITY OF HOLLY HILL R-3 MEDIUM DENSITY SINGLE-FAMILY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2989

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CITY OF HOLLY HILL R-7 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL TO CITY OF HOLLY HILL R-3 MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in EXHIBIT "A" as R-3 Medium Density Single-Family Residential.

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

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall be posted at City Hall as required by law.

SECTION 5. That this Ordinance shall become effective immediately upon adoption.

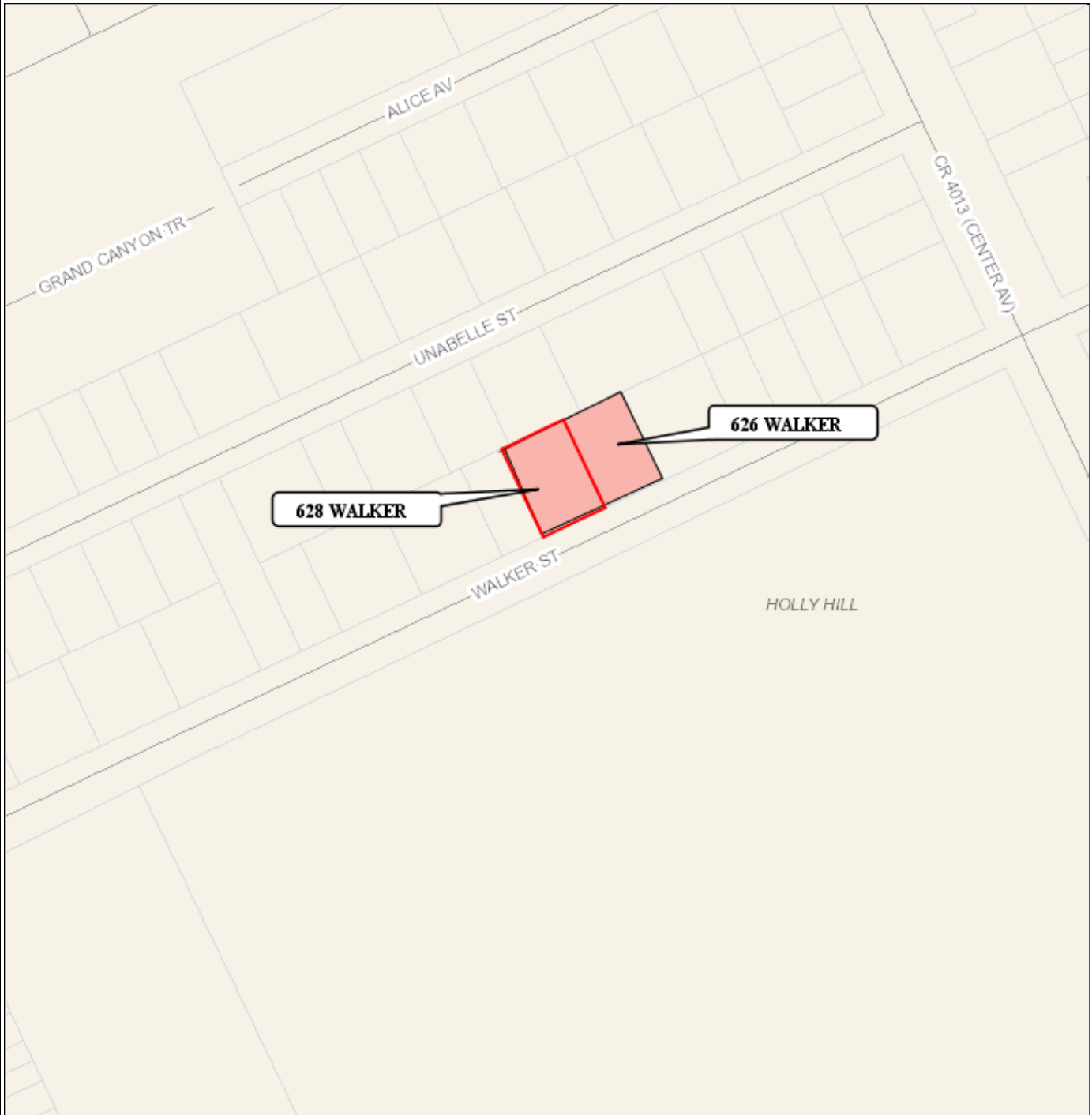
**APPROVED AND AUTHENTICATED on this 28th day of MARCH, 2017
for second reading.**

EXHIBIT "A"

626 Walker: LOT 11 & LOT 12 EXC W 27.50 FT BLK A ALLYON PK FITCH
GRANT MB 10 PG 99 PER OR 4493 PG 3832 PER OR 7061 PG 1091 PER OR 7193
PG 1839

628 Walker: LOT 13 & W 27.50 FT OF LOT 12 BLK A ALLYON PK FITCH
GRANT MB 10 PG 99 PER OR 4493 PG 3832

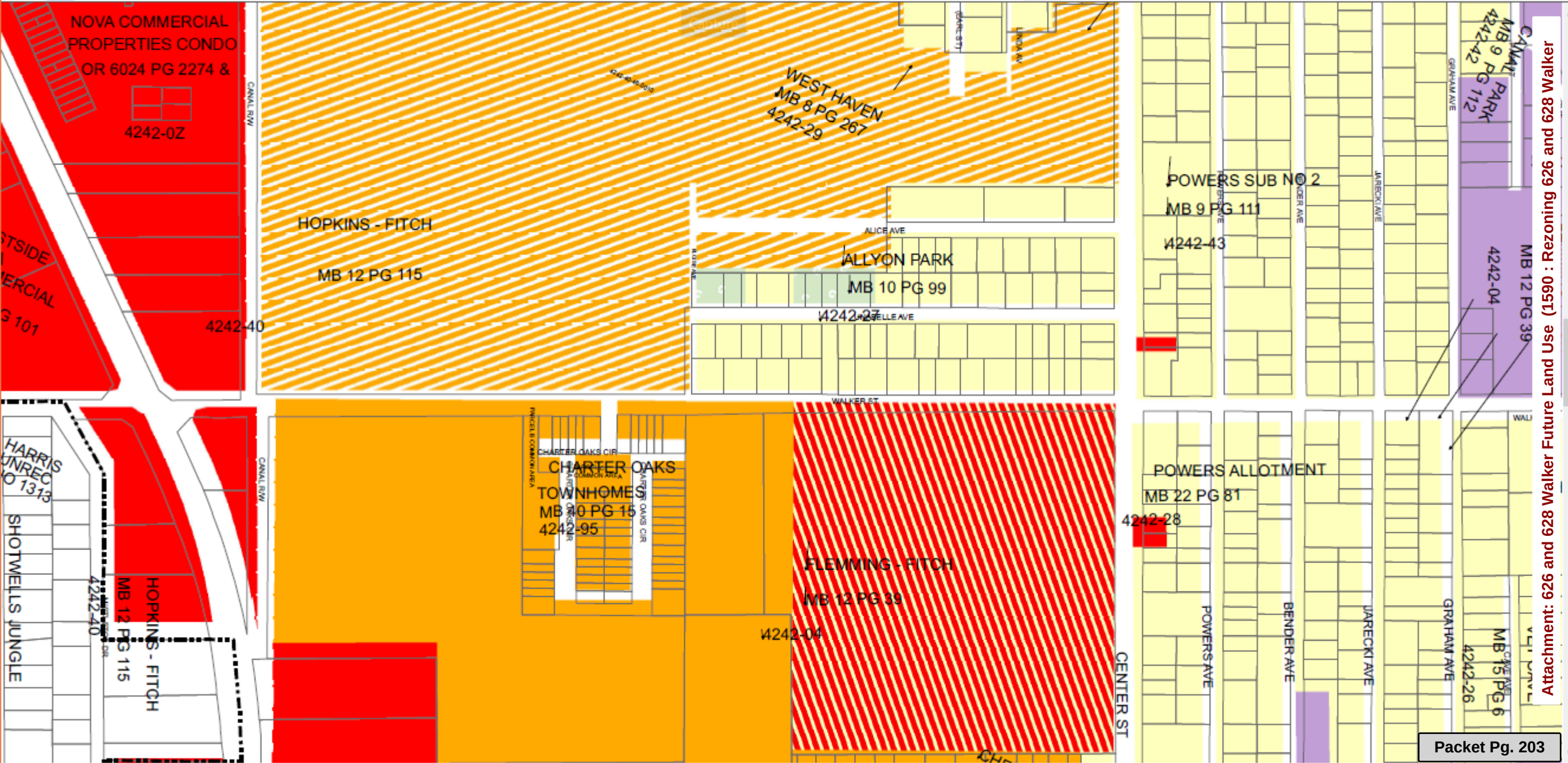
Z-2017-03 LOCATION MAP



Scale 1:2,000 - 1 in = 167 ft
Date Created:
30-Dec-16 11:37 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: Z-2017-03 Location Map (1590 : Rezoning 626 and 628 Walker Street)



Attachment: 626 and 628 Walker Future Land Use (1590 : Rezoning 626 and 628 Walker





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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2990 An Ordinance of the City of Holly Hill, Florida,
Amending the Land Development Regulations by Rezoning the
Parcels Described in Exhibit "A" to City of Holly Hill CC-1
Commercial Corridor; Providing for Conflicting Ordinances;
Providing for Severability; and Providing for an Effective
Date.
NUMBER: (ID # 1598)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

The subject property was annexed to the City in 1993 but was not assigned city zoning at that time. This application is to assign an I-1 Light Industrial zoning to the property in accordance with the City's comprehensive plan designation.

BACKGROUND:

In the 1990s the City undertook an aggressive annexation program. When properties were annexed in many cases the properties were not assigned city zoning. Technically the last assigned County zoning remains in force for these properties. The subject property was annexed in 1993 and no city zoning was assigned at that time.

Subject to the annexation, the city assigned a future land use designation to the property of Wholesale, Commercial and Industrial. Policy 1.1.3 of the Future Land Use Element identifies the compatible zoning for this future land use category to be CC-1 Commercial Corridor; I-1 Light Industrial; I-2 Heavy Industrial and Planned Unit Development. The applicant is requesting a CC-1 zoning to support a proposed warehouse/manufacturing complex.

DISCUSSION:

In order for development to proceed, the property needs to be assigned a zoning classification consistent with the City of Holly Hill Comprehensive Plan. As noted above the zoning classifications that are consistent with the Wholesale, Commercial and Industrial land use are the CC-1 Commercial Corridor, I-1 Light Industrial and I-2 Heavy Industrial. The applicant is requesting CC-1 which is the least intensive of the three zoning categories.

Existing Zoning:

The CC-1 district allows a variety of retail, office, warehousing and light industrial uses. This is the same zoning classification that is applied to the Publix Shopping Center and Family Dollar store located to the east of the subject property and to the properties fronting State Avenue to the south. The FEC railroad forms the western side of the property. The area west of the FEC is in the City of Ormond Beach. The area in Ormond Beach, west of the FEC is developed with large lot residential uses accessed via Santa Fe Street. These lots are approximately 600 feet deep with another 100 feet of the FEC right-of-way separating the residences from the subject property. The existing zoning east of the subject parcel north of the current city limits is a combination of single-family zoning classifications under the current County code.

Projected Development:

The applicant has submitted a conceptual development proposal which shows warehouse/retail units located on the southern half of the property and wetlands preservation and stormwater retention on the northern half of the property. This proposed development configuration places the less intensive site development opposite the existing residential units and the higher intensity development behind the commercial development fronting on US1.

Based on the proposed development of 67,500 square feet of warehouse and 18,900 square feet of retail, the applicant has provided an analysis of traffic generation and water and sewer demand. Given the lesser intensive uses, the anticipated traffic generation is 481 daily trips with about 46 of these trips occurring during the peak hour. This trip generation rate is about the same as 50 single-family homes with similar peak hour traffic generation. Had the City assigned low density residential development to the tract, the allowable density would have yielded approximately 50 residential units.

For utilities, the water demand is projected at 9,500 gallons per day and the sewer demand is projected at 8,600 gallons per day. These volumes should be supportable by the City's current utility system. The specifics of serving the site with both systems will be addressed as part of the subsequent site plan review.

Comprehensive Plan Consistency:

As noted above, the proposed zoning classification is consistent with the comprehensive plan. The use of the property as wholesale, commercial and industrial is reasonable given the shallow depth of the property from Parque Drive and the location adjacent to the FEC Railroad. There is some developed single-family on the east side of Parque Drive, but the proposed development plan places the lesser intensity development near the residential development. The applicant has provided evidence that the rezoning will be in compliance with the established level of service requirements.

Public Hearing Comments:

A number of nearby residents spoke in opposition to the proposed zoning. The speakers were primarily from the single-family lots along the east side of Parque Avenue. The issues cited related to tree removal and impacts to what has been an undeveloped land area for many years. Comments also cited potential traffic increase and more noise from passing trains with the removal of the existing vegetation. One resident spoke about potential access to water and sewer

service and another spoke about needed additional street lighting. Storm drainage was also mentioned as a potential issue.

In response to the public comments, the City Attorney commented on the relationship between the planned zoning and the comprehensive plan. The City adopted a comprehensive plan designation in the early 1990's which assigned industrial use to the property. Under the City's comprehensive plan, the only choices for proposed zoning are CC-1, I-1, I-2 or IPUD unless the comprehensive plan is changed. The CC-1 zoning district is the least intensive of these classifications.

FISCAL ANALYSIS:

The proposed rezoning has no fiscal impact.

STAFF RECOMMENDATION:

The Board of Planning and Appeals heard the application at their regular meeting of February 6, 2017 and recommended the City Commission approve the proposed CC-1 zoning for the subject property.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2990, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR.

ATTACHMENTS:

- Z-2017-04 Location Map (PDF)
- Parque Avenue Future Land Use (PNG)
- Parque Avenue Zoning (PNG)
- Z-2017-04 County Zoning (PDF)
- PARQUE DRIVE BUSINESS PARK REZONING PLANS (PDF)

HISTORY:

02/28/17 Next: 03/14/17	City Commission	APPROVED AT 1ST READING
03/14/17 Next: 03/28/17	City Commission	MOVED TO NEXT MEETING

Ordinance No. (ID # 1598)**ORDINANCE 2990 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2990**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" TO CITY OF HOLLY HILL CC-1 COMMERCIAL CORRIDOR; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit "A" as CC-1 Commercial Corridor.

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

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall be posted at City Hall as required by law.

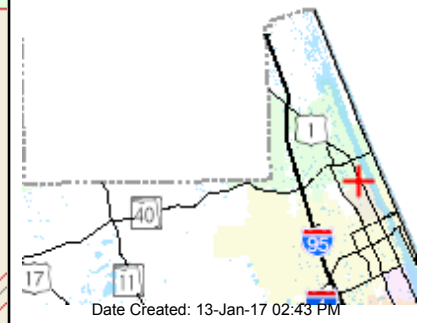
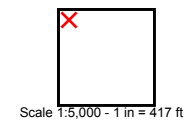
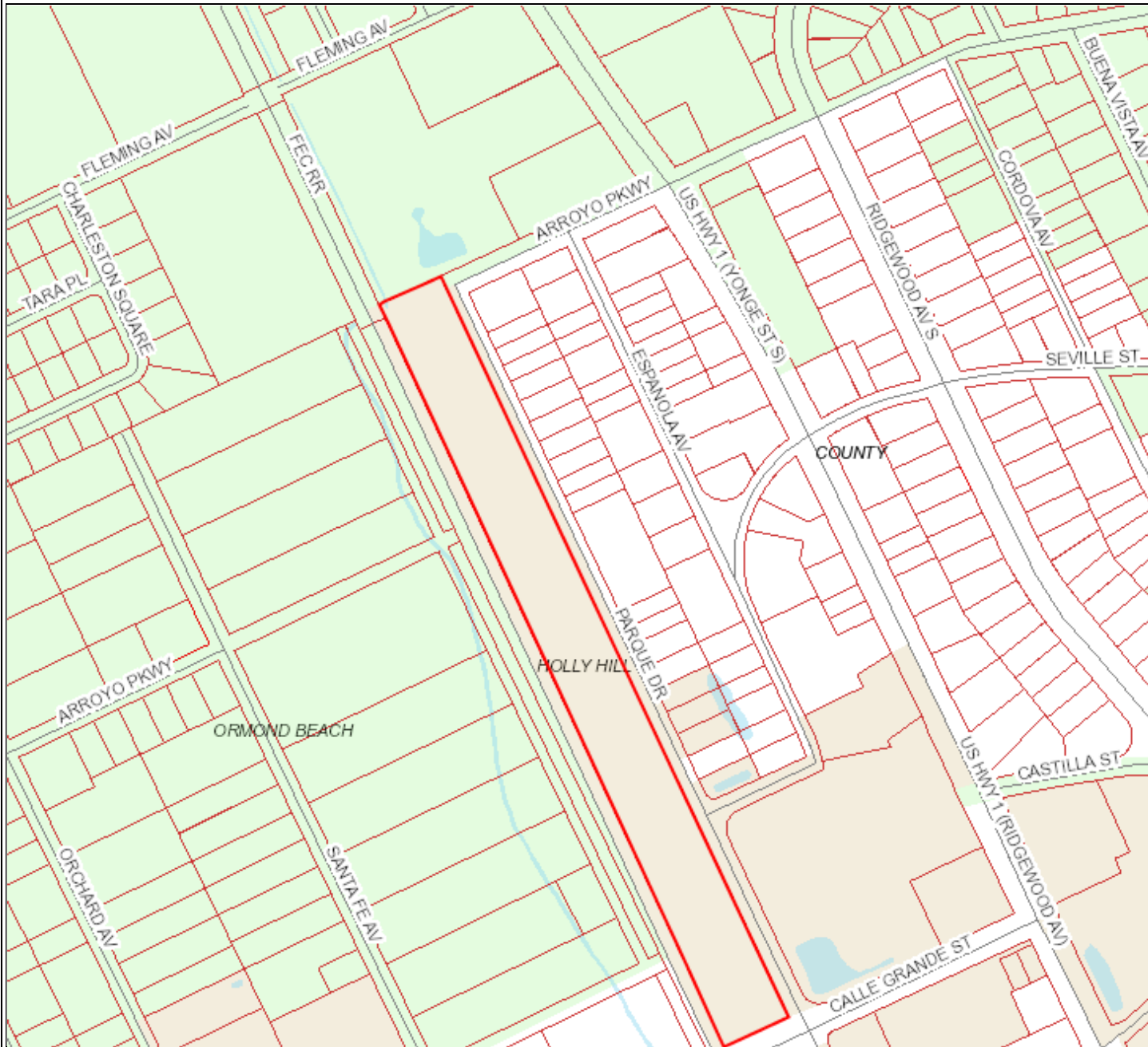
SECTION 5. That this Ordinance shall become effective immediately upon adoption.

APPROVE AND AUTHENTICATED on this 28th day of MARCH, 2017 for second reading.

EXHIBIT "A"

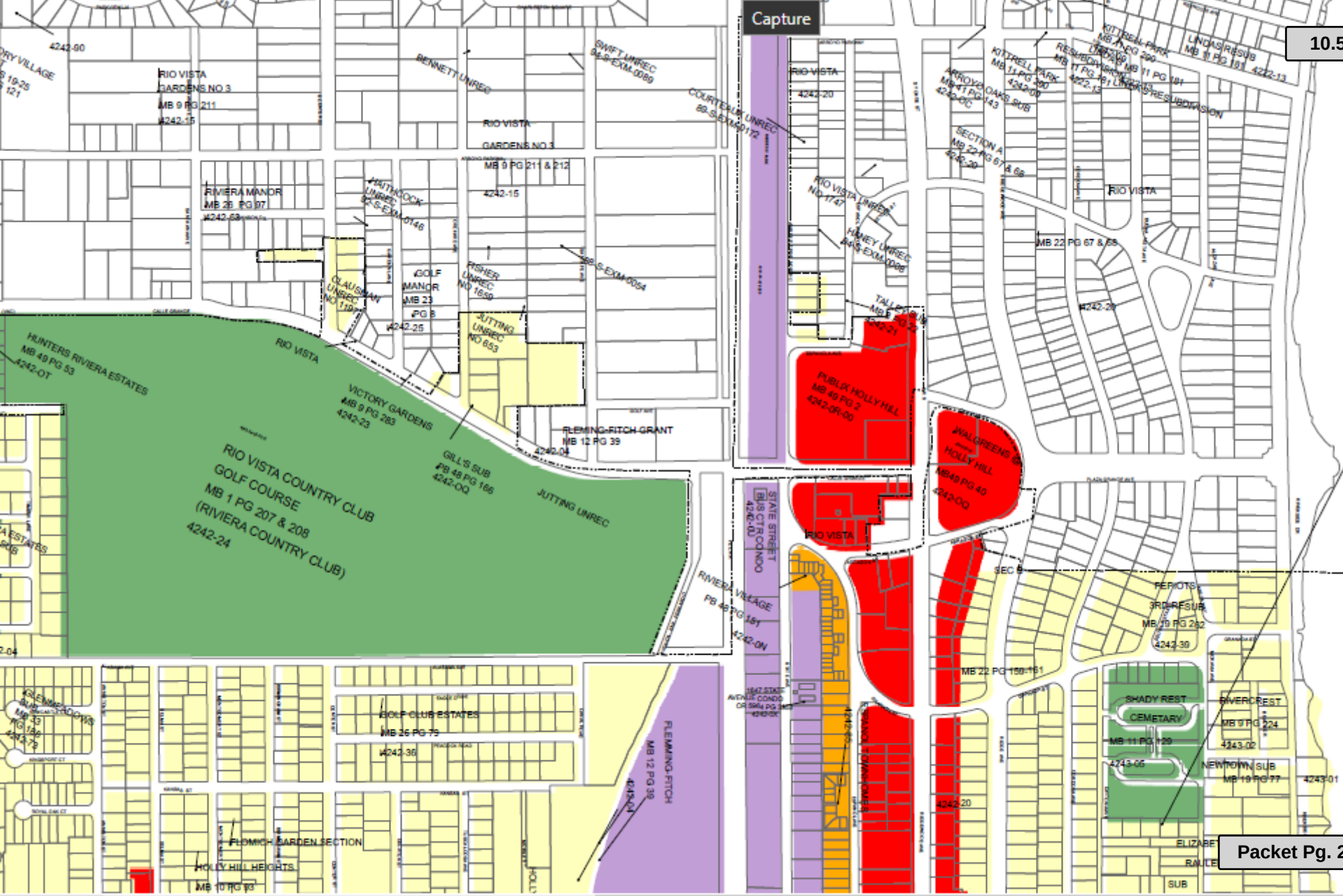
Lot 29 East of RR. Block 7, and Lots 16 and 29 East of RR, Block 19 and Lot 16 East of RR West of Parque Drive, North of Calle Grande, Block 22, Fleming Fitch Grant, according to plat in Map Book 1, Page 1, Public Records of Volusia County, Florida.

Z-2017-04 LOCATION MAP

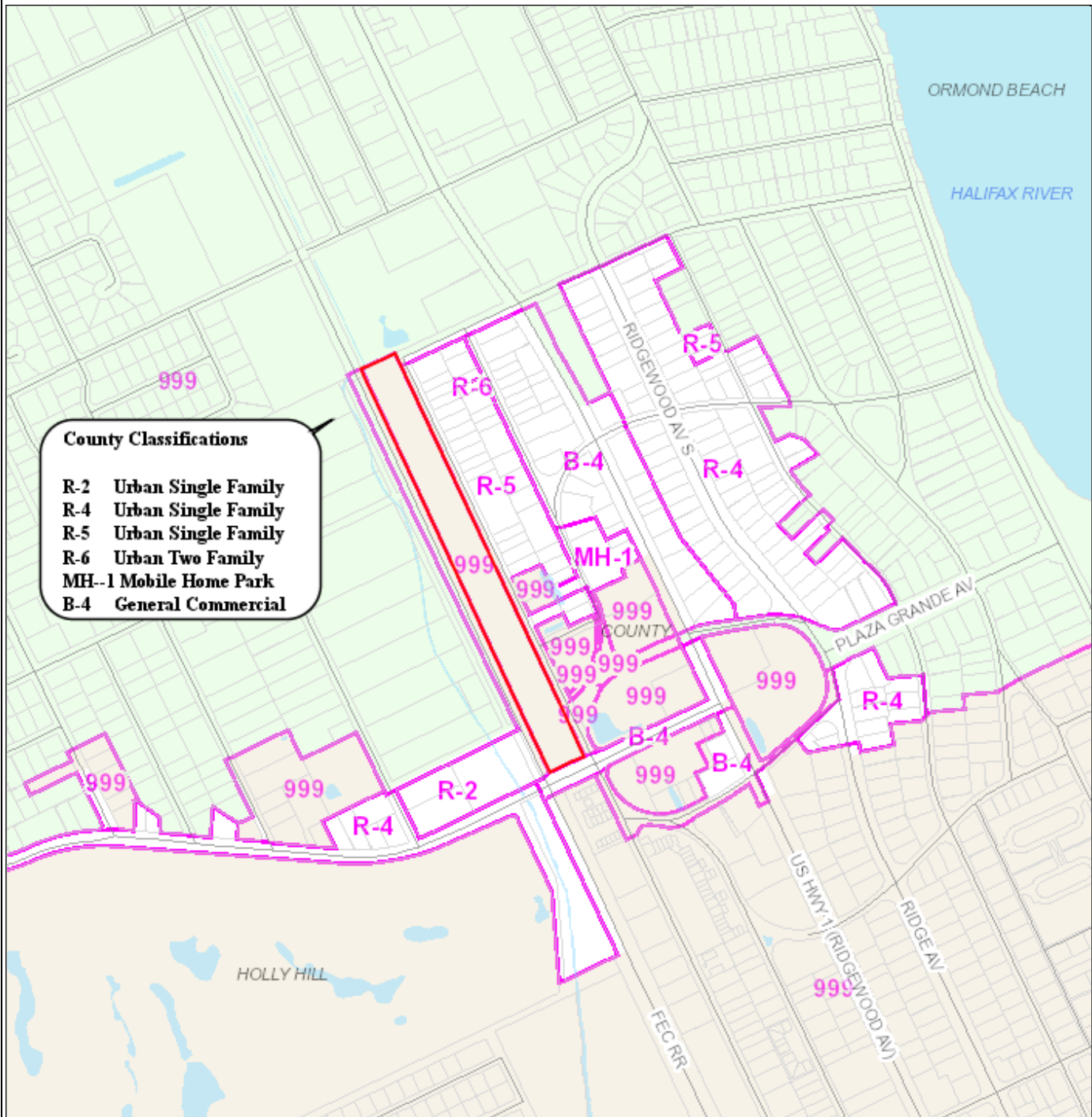


Date Created: 13-Jan-17 02:43 PM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



VOLUSIA COUNTY ZONING



Scale 1:9,000 - 1 in = 750 ft
 Date Created:
 17-Jan-17 10:25 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2 - 3	BOUNDARY SURVEY
4	SITE PLAN

REZONING CONCEPTUAL DEVELOPMENT FOR PARQUE DRIVE BUSINESS PARK

SECTION 42, TOWNSHIP 14 S, RANGE 32 E
PARCEL ID No. 42-14-32-04-07-0290
200 PARQUE DRIVE
HOLLY HILL, FL 32117

JANUARY 2016

PROJECT TEAM

PROPERTY OWNER/
APPLICANT:

PETER M TYDIR
418 N SEGRAVE ST. SUITE B
DAYTONA BEACH, FLORIDA 32114
PHONE: (386) 527-8186
EMAIL: PTYDIR@GMCFL.COM

CIVIL ENGINEER/
PROJECT MANAGER:

NEWKIRK ENGINEERING, INC.
1370 NORTH US HIGHWAY 1, SUITE 204
ORMOND BEACH, FLORIDA 32174
PHONE: (386) 290-7599
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

SURVEYOR:

A1A GEO, INC.
1370 NORTH US HIGHWAY 1, SUITE 204
ORMOND BEACH, FL 32174
PHONE: (386) 405-6797
EMAIL: A1AGEOINC@GMAIL.COM

LANDSCAPE
ARCHITECT:

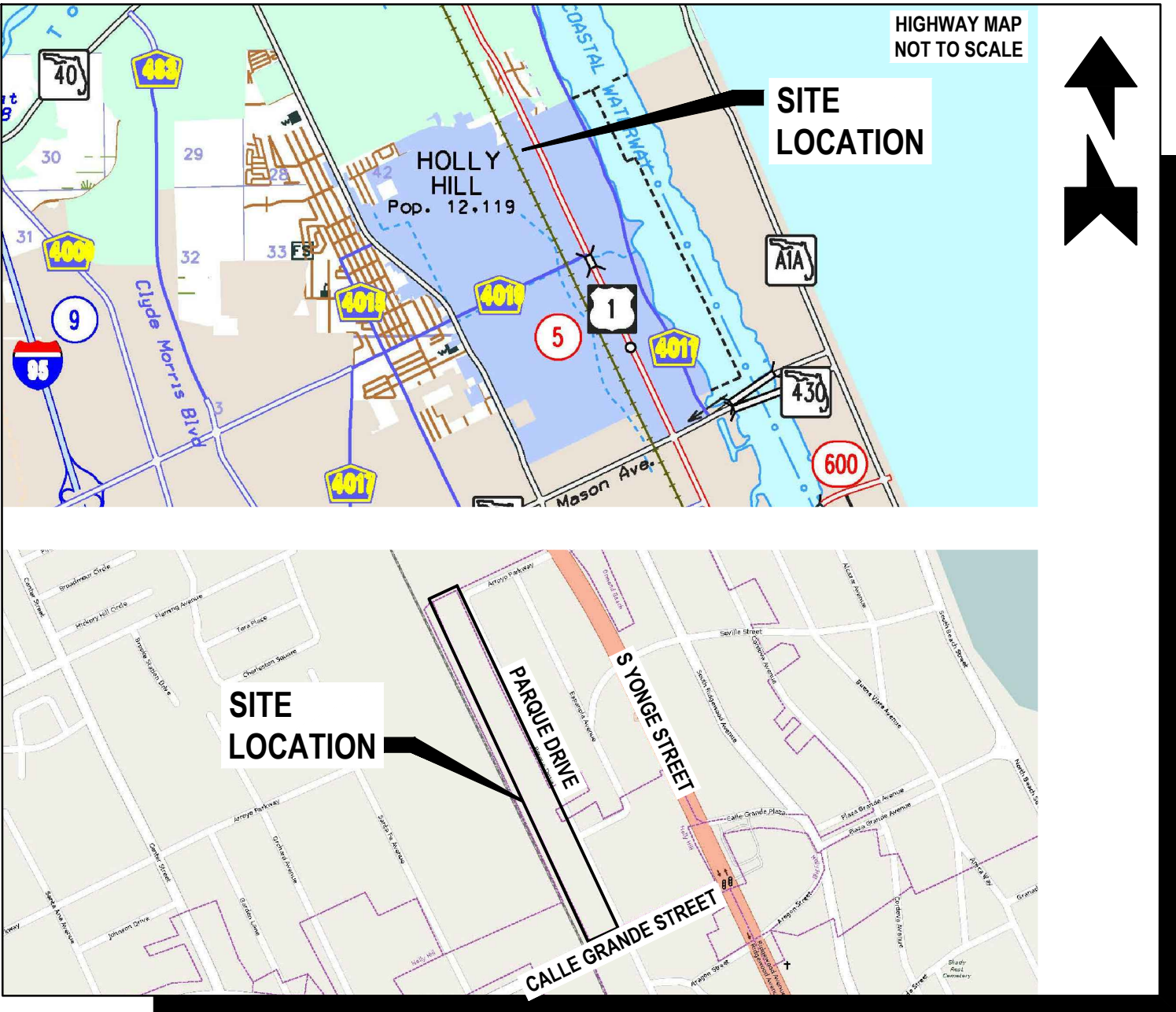
RICHARD L. POORE, LA
300 GATEWOOD COURT
ORMOND BEACH, FL 32174
PHONE: (386) 212-8491
EMAIL: THEPOORES@BELLSOUTH.NET

LEGAL DESCRIPTION

LOT 29 EAST OF RR BLOCK 7, AND LOTS 16 AND 29 EAST OF RR, BLOCK 19 AND LOT 16 EAST OF RR WEST OF PARQUE DRIVE, NORTH OF CALLE GRAND, BLOCK 22, FLEMING FITCH GRANT, PER OR 5705 PG 3557, PER OR 6088 PG 4506, PER OR 6714 PG 1264, PER OR 7297 PGS 4125-4127 INC.



AERIAL MAP
SCALE: 1" = 400'



LOCATION MAP
SCALE: 1" = 900'

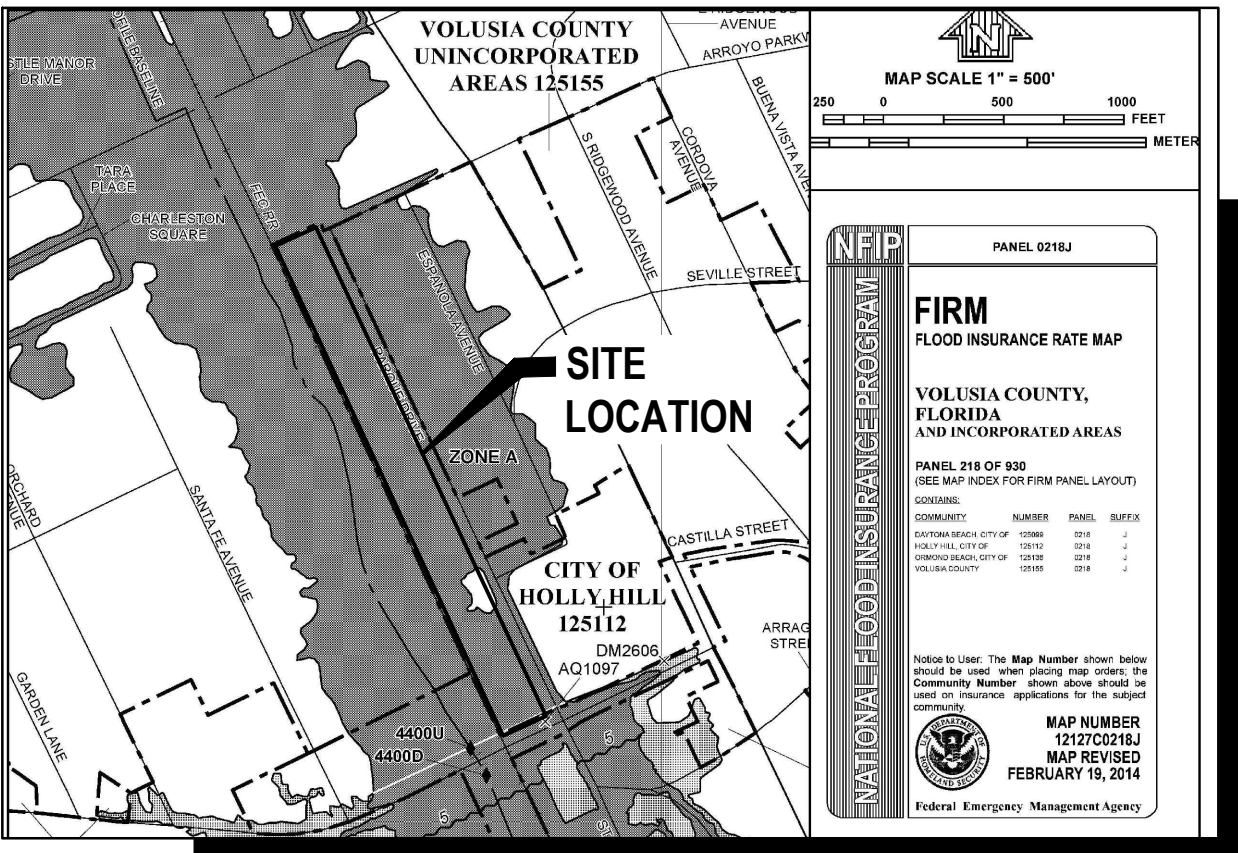
CONTACT NUMBERS

CITY OF HOLLY HILL BUILDING & ZONING DEPARTMENT: (386) 248-9442
FLORIDA POWER & LIGHT: (386) 322-3420
PEOPLES GAS SYSTEM (TECO): (386) 671-2232
BELLSOUTH: (386) 257-7950
BRIGHTHOUSE: (386) 788-4198



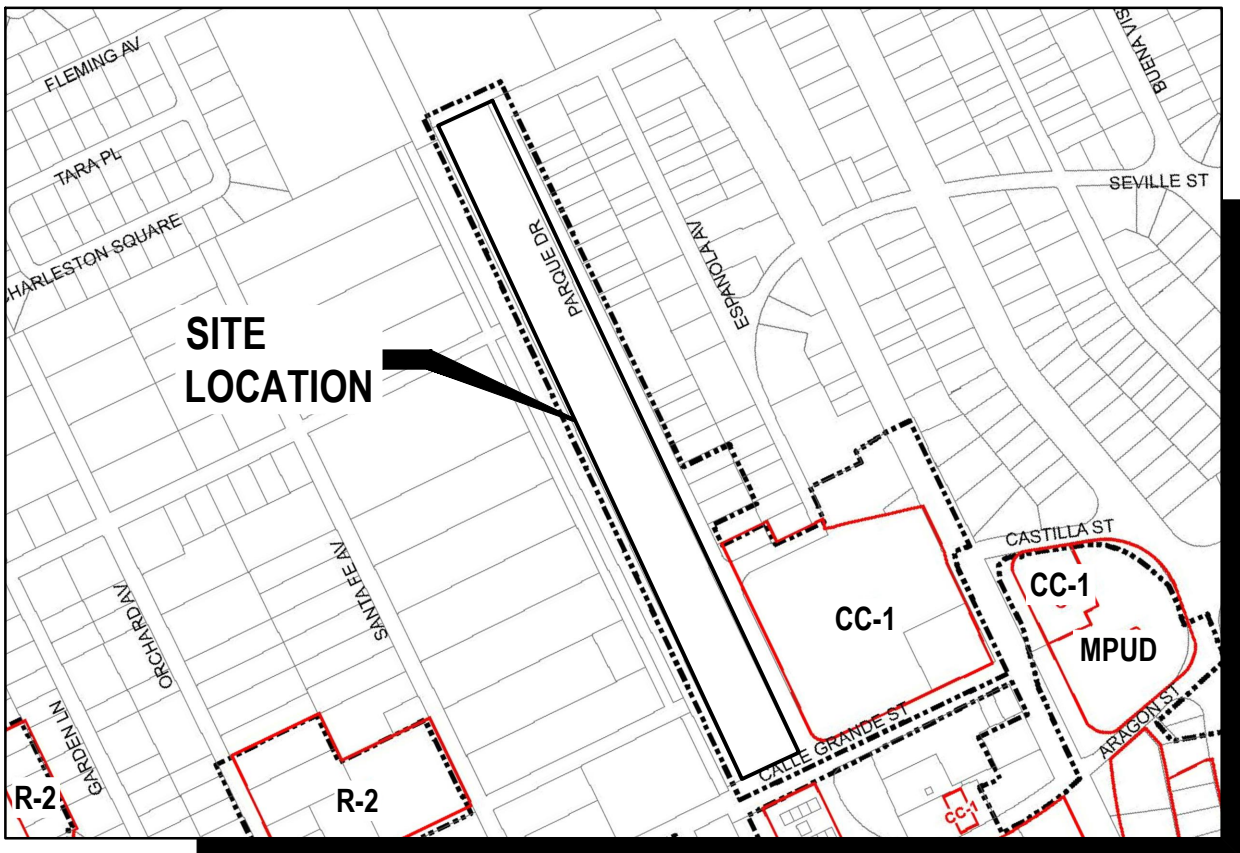
THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.



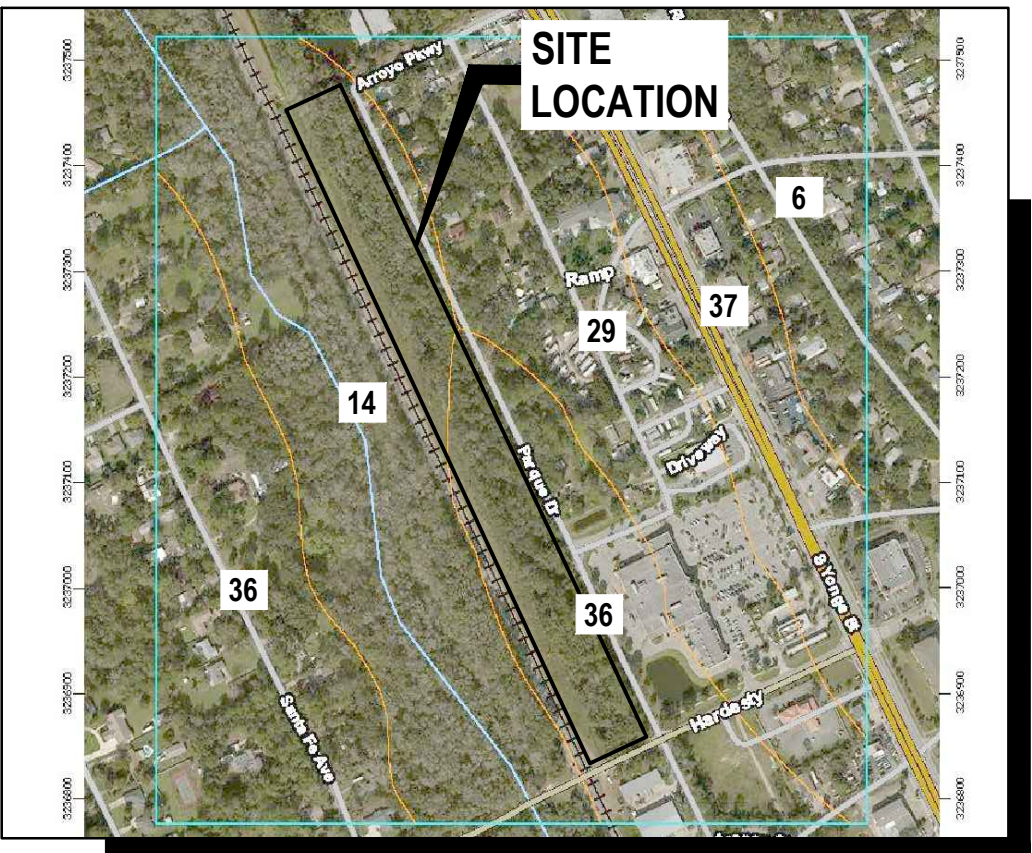
FLOOD ZONE MAP
SCALE: 1" = 800'

FLOOD ZONE "A"



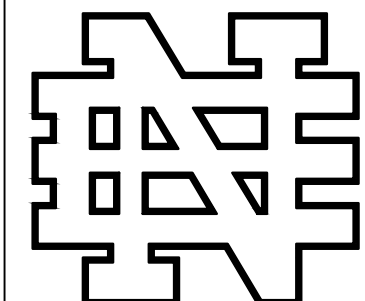
ZONING MAP
SCALE: 1" = 500'

ZONING DISTRICT: CC-1 (COMMERCIAL CORRIDOR DISTRICT)



SOILS MAP
SCALE: 1" = 600'

SOIL TYPES:
(14) CHOBEE FINE SANDY LOAM (GROUP B/D)
(36) MYAKKA VARIANT FINE SAND (GROUP D)

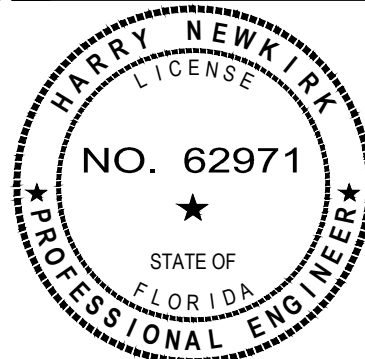


**NEWKIRK
ENGINEERING**

1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com

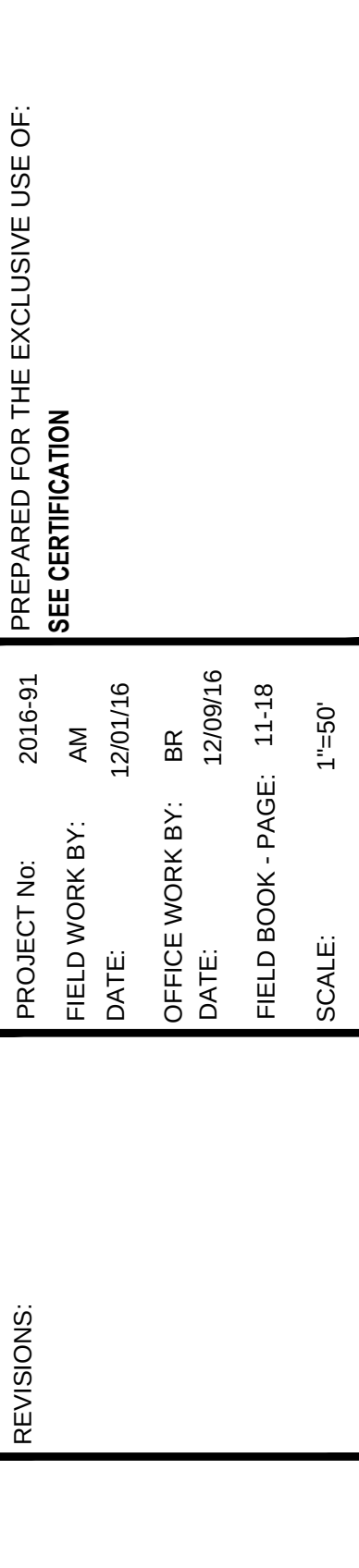
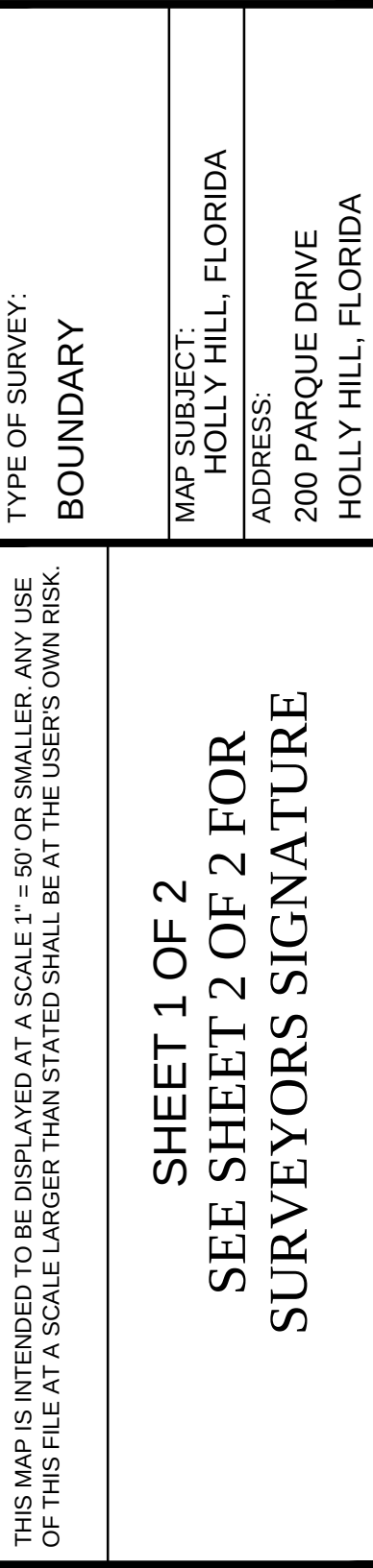
Certificate of Authorization
No. 30209
© 2013

Civil Engineering
Transportation
Construction Engineering &
Inspection



DRAWING NUMBER

1



WET LAND 19		
L1	N33°25'19"	25.3
L2	N07°40'44"	41.9
L3	N03°46'35"	44.3
L4	N32°16'27"	54.8
L5	S25°36'21"	47
L6	N34°37'56"	33'
L7	N52°23'39"	41.6
L8	N17°10'15"	39.9
L9	N23°56'14"	48'
L10	N40°14'39"	45.9
L11	N02°18'51"	33.9
L12	N13°32'54"	47.4
L13	N55°49'06"	22.9
L14	N56°42'26"	38.2
L15	N12°55'55"	33.8
L16	N24°37'27"	60.3
L17	N16°17'06"	58.8
L18	S86°15'29"	40.5
L19	S55°06'57"	69
L20	S24°46'14"	237'
L21	S23°19'30"	188.3
L22	S34°41'07"	204.3
L23	S59°53'22"	53.3
L24	N16°33'22"	51'
L25	N11°03'12"	36.4

MATCH LINE A

LEGAL DESCRIPTION:

Lot 29 East of RR, Block 7, and Lots 16 and 29 East of RR, Block 19 and Lot 16 East of RR West of Parque Drive, North of Calle Grande, Block 22, Fleming Fitch Grant, according to plat in Map Book 1, Page 1, Public Records of Volusia County, Florida.

Parcel Identification Number: 4242-04-07-0290

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (S 25°39'47" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE (50' RIGHT-OF-WAY), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NOT PROVIDED TAKEN FROM PROPERTY APPRAISER WEB SITE AND PHILLIPS SURVEY, PROJECT No. 90615, 09/13/1990. NO TITLE PROVIDED.
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
4. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF HOLLY HILL, FLORIDA NUMBER 125112, PANEL NUMBER 12127C 0218 J, DATED: FEBRUARY 19, 2014. THE PROPERTY IS IN FLOOD ZONE "A" THE BASE 100 YEAR FLOOD ELEVATION IS NOT SHOWN OR DETERMINED, NEED ENGINEER TO DETERMINE USING THE B-27 CANAL NORTH PROFILE BASELINE.
5. ACCURACY STATEMENT: THE ACCURACY OF THE BOUNDARY CONTROL OF THE SUBJECT PROPERTY IS, BEING REZONED COMMERCIAL/HIGH RISK LINEAR: THE CLOSURE IS 1 : 10,000
6. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988, FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION T 722 PID DM2606 ELEVATION=6.42 FEET, CHECKED INTO HV-28 ELEVATION 7.50 FEET.

A.) BENCHMARK #1 FD 4"x4" CONCRETE MONUMENT LB 3019 ELEVATION = 5.01 FEET
B.) BENCHMARK #2 FD NAIL IN CURB ELEVATION = 7.37 FEET
C.) BENCHMARK #3 FD NAIL ALONG WESTERLY EDGE OF PAVEMENT ON PARQUE DRIVE ELEVATION= 4.79 FEET
D.) BENCHMARK #4 FD NAIL ALONG WESTERLY EDGE OF PAVEMENT ON PARQUE DRIVE ELEVATION= 5.58 FEET
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) MARY FLEMING, AS RECORDED IN MAP BOOK 1, PAGE 1, ALSO BEING RECORDED IN MAP BOOK 12, PAGE 39, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
B.) RIO VISTA ON THE HALIFAX, AS RECORDED IN MAP BOOK 6, PAGES 25 AND 26, ALSO BEING RECORDED IN MAP BOOK 22, PAGES 67 AND 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
C.) B.) RIO VISTA SECTION "B", AS RECORDED IN MAP BOOK 6, PAGES 149 - 151, ALSO BEING RECORDED IN MAP BOOK 22, PAGES 159 AND 161, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
D.) TALLEY SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 293, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
E.) PUBLIC HOLLY HILL, AS RECORDED IN MAP BOOK 49, PAGES 2 AND 3, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
F.) PHILLIPS SURVEY, PROJECT No. 90615, 09/13/1990

BOUNDARY SURVEY IS A RE-TRACEMENT OF PHILLIPS SURVEY, PROJECT No. 90615, 09/13/1990

UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATION.

TITLE INFORMATION NOT PROVIDED TO THIS SURVEYOR.

LEGAL STATUS OF UN-NAMED ROADS SHOWN ON SURVEY IS UNKNOWN TO THIS SURVEYOR. IT APPEARS THAT LOT 29, BLOCK 7 AND LOTS 16 AND 29, BLOCK 19 AND LOT 16, BLOCK 22 AND THE SAID UN-NAMED ROAD AS SHOWN ON SURVEY, LYING EASTERLY OF FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, AS SHOWN ON THE MAP OF MARY FLEMING, AS RECORDED IN MAP BOOK 1, PAGE 1, ALSO BEING RECORDED IN MAP BOOK 12, PAGE 39, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO SHOWN AND TAKEN FROM PHILLIPS SURVEY, PROJECT No. 90615, 09/13/1990, HAS BEEN PLATTED OVER BY RIO VISTA ON THE HALIFAX, AS RECORDED IN MAP BOOK 6, PAGES 25 AND 26, ALSO BEING RECORDED IN MAP BOOK 22, PAGES 67 AND 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS HARDESTY PARK, LEGAL STATUS IS UNKNOWN TO THIS SURVEYOR, SUGGEST TITLE WORK.

11. LIMITATIONS:

A.) WHEN SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP ARE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUTES RULE 5J-17.052(2)(d)(4)

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b)(6)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

F.) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:

1.) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE HARD WOOD TREES 20' AND ABOVE, THE DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE. SEE AN ARBORIST. SITE CONSIST OF PINES SMALL CYPRESS AND PALMS MOSTLY IN AND AROUND THE WETLANDS AS SHOWN ON SURVEY
2.) JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY ECOLOGICAL CONSULTING SOLUTIONS, INC., PROJECT # 355.18.16, DATED 10/17/16 AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
3.) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
4.) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
5.) GEO-TECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.

G.) AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:

1.) WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN, THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
2.) WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
3.) THIS SURVEYOR SUGGEST VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.

H.) TOPOGRAPHIC SURVEY:

1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFFSITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

ABBREVIATIONS / LEGEND:

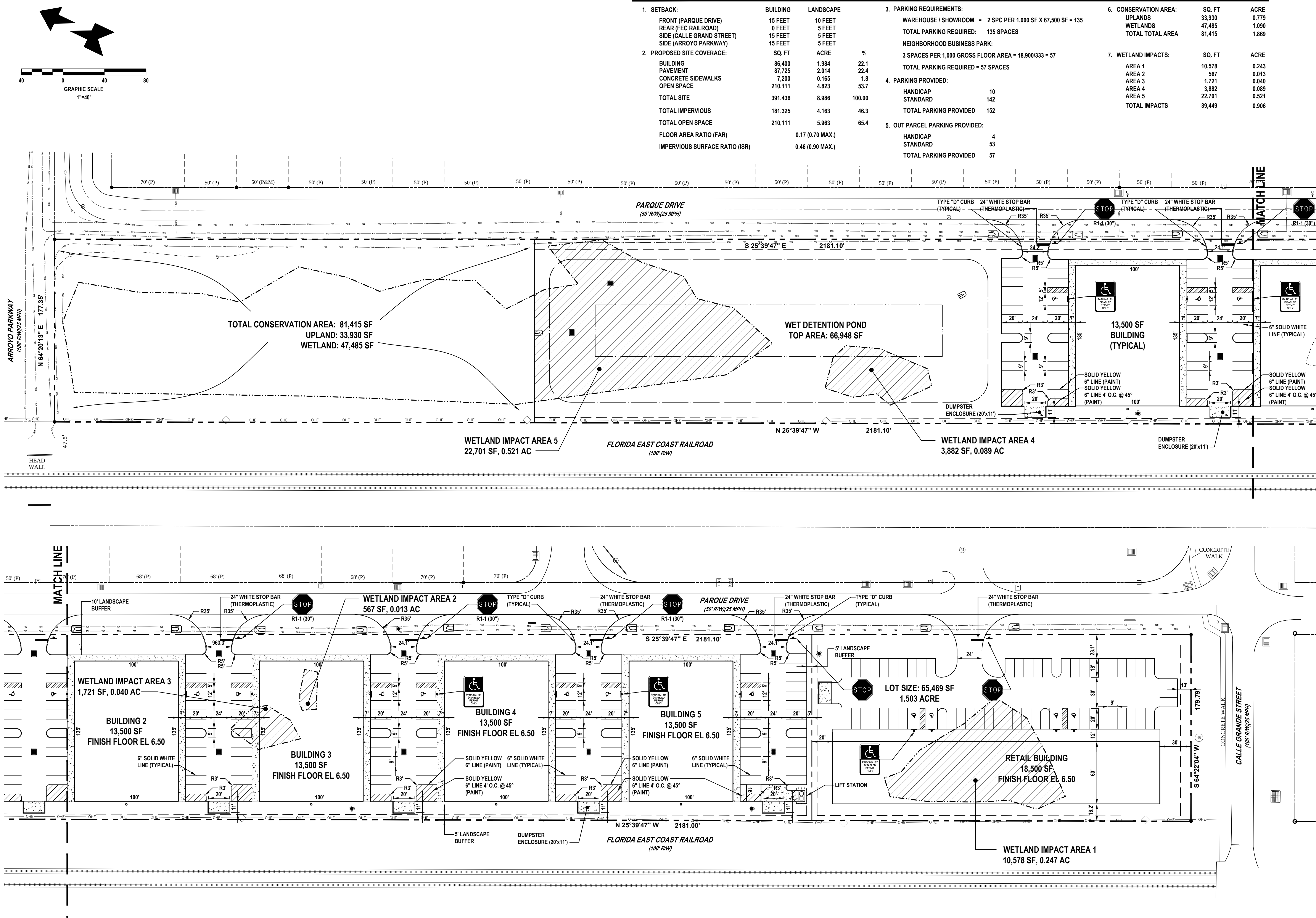
(C) CALCULATED	● IRON ROD &/ OR CAP (AS NOTED)
CONC. CONCRETE	□ 4" X 4" CONCRETE MONUMENT (AS NOTED)
(D) DESCRIPTION OR DEED	
DWG DRAWING	● IRON PIPE &/ OR CAP (AS NOTED)
EP EDGE OF PAVEMENT	⊙ NAIL & DISK (AS NOTED)
EL ELEVATION	⚬ BENCHMARK
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION	⬡ CONCRETE POWER POLE
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY	⋈ WATER VALVE
F.I.R.M FLOOD INSURANCE RATE MAP	⚭ FIRE HYDRANT
FL FLORIDA	⌚ WATER METER
HW. HEADWALL	⊕ STORM
ID IDENTIFICATION	⊕ ⁺⁵ EXISTING GROUND ELEVATION
IP IRON PIPE (AS NOTED)	⊕ ^{+1.37} EXISTING HARD ELEVATION
IPC IRON PIPE & CAP (AS NOTED)	— OH# — OVERHEAD ELECTRIC
IRC IRON ROD AND CAP (AS NOTED)	— 180CP — STORM LINE
IR IRON ROD (AS NOTED)	
LB LICENSED BUSINESS	
LC LICENSED CORPORATION	
LLC LIMITED LIABILITY COMPANY	
LS LICENSED SURVEYOR	
(M) MEASURED	
M.B. MAP BOOK	
NAVD NORTH AMERICAN VERTICAL DATUM	
N/A NOT APPLICABLE AND/OR NOT AVAILABLE	
NGVD NATIONAL GEODETIC VERTICAL DATUM	
No. NUMBER	
N/P NOT POSTED ON PANEL	
(P) PLAT	
P.A. PROFESSIONAL ASSOCIATION	
PKD PARKER KALON NAIL & DISK (AS NOTED)	
PRM PERMANENT REFERENCE MONUMENT	
(R) RECORD	
RCP REINFORCED CONCRETE PIPE	
R/W RIGHT-OF-WAY	
WO# WORK ORDER NUMBER	

SHEET 2 OF 2

REVISIONS:	PROJECT No: 2016-91 FIELD WORK BY: AM DATE: 12/01/16 OFFICE WORK BY: BR DATE: 12/09/16 FIELD BOOK - PAGE: 11-18 SCALE: NONE	PREPARED FOR THE EXCLUSIVE USE OF: SEE CERTIFICATION	THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2 BEING TOGETHER	TYPE OF SURVEY: BOUNDARY	A1A GEO LAND SURVEYING CONSTRUCTION LAYOUT 1366 N.U.S. HWY 1, Ste 602 Ormond Beach Florida 32174 Voice: 386.672.3633 a1ageo.com LB # 7967 LS # 6309
			THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER SJ17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  10/17/2016 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ANTHONY SANZONE	MAP SUBJECT: HOLLY HILL, FLORIDA ADDRESS: 200 PARQUE DRIVE HOLLY HILL, FLORIDA	

SITE DEVELOPMENT USAGE

1. SETBACK:	BUILDING	LANDSCAPE	3. PARKING REQUIREMENTS:	6. CONSERVATION AREA:	SQ. FT	ACRE
FRONT (PARQUE DRIVE)	15 FEET	10 FEET	WAREHOUSE / SHOWROOM = 2 SPC PER 1,000 SF X 67,500 SF = 135	UPLANDS	33,930	0.779
REAR (FEC RAILROAD)	0 FEET	5 FEET	TOTAL PARKING REQUIRED: 135 SPACES	WETLANDS	47,485	1.090
SIDE (CALLE GRAND STREET)	15 FEET	5 FEET	NEIGHBORHOOD BUSINESS PARK:	TOTAL TOTAL AREA	81,415	1.869
SIDE (ARROYO PARKWAY)	15 FEET	5 FEET	3 SPACES PER 1,000 GROSS FLOOR AREA = 18,900/333 = 57	7. WETLAND IMPACTS:	SQ. FT	ACRE
2. PROPOSED SITE COVERAGE:	SQ. FT	ACRE	TOTAL PARKING REQUIRED = 57 SPACES	AREA 1	10,578	0.243
BUILDING	86,400	1.984	4. PARKING PROVIDED:	AREA 2	567	0.013
PAVEMENT	87,725	2.014	HANDICAP	AREA 3	1,721	0.040
CONCRETE SIDEWALKS	7,200	0.165	STANDARD	AREA 4	3,882	0.089
OPEN SPACE	210,111	4.823	TOTAL PARKING PROVIDED	AREA 5	22,701	0.521
TOTAL SITE	391,436	8.986	152	TOTAL IMPACTS	39,449	0.906
TOTAL IMPERVIOUS	181,325	4.163	5. OUT PARCEL PARKING PROVIDED:			
TOTAL OPEN SPACE	210,111	5.963	HANDICAP			
FLOOR AREA RATIO (FAR)		0.17 (0.70 MAX.)	STANDARD			
IMPERVIOUS SURFACE RATIO (ISR)		0.46 (0.90 MAX.)	57			



REVISIONS

DATE	DESCRIPTION

**NEWKIRK
ENGINEERING**

1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com

Certificate of Authorization
No. 30209
© 2013

Civil Engineering
Transportation
Construction Engineering & Inspection

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING. COPYRIGHT 2013. ALL RIGHTS RESERVED.

SITE LAYOUT PLAN
PARQUE DRIVE BUSINESS PARK
200 PARQUE DRIVE
HOLLY HILL, FL 32117

HARRY NEWKIRK, P.E. # 62971

PROJECT No:	2016-236
DATE:	JANUARY 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1"=40'
DRAWING NUMBER	4



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

**City Commission
Ordinance**

MEETING DATE: March 28, 2017
FROM: Thomas Harowski
SUBJECT: Ordinance 2991 An Ordinance of the City of Holly Hill, Florida,
Approving the Fountainhead Mixed Use Planned Unit
Development (MPUD) Agreement; Providing for Conflicting
Ordinances; Providing for Severability; and Providing an
Effective Date.
NUMBER: (ID # 1607)
APPLICANT: Thomas Harowski
PLANNER:

INTRODUCTION:

This application is for approval of a Mixed Use Planned Unit Development (MPUD) zoning for the two parcels of land. The larger parcel is the 25-acre former school site at Center Avenue and Walker Street currently owned by the City. The smaller parcel is the vacant lot at Center Avenue and LPGA Boulevard which will be incorporated into the overall development. The City has approved an agreement for sale of the property to the applicant and the City has approved an incentive agreement to encourage the location of Synergy Billing on the site and further developments on the site. The sales agreement and incentive agreement are business decisions by the City Commission. The role of the Board of Planning and Appeals is to review the MPUD, which will be the controlling development regulation, and make a recommendation to the City Commission.

BACKGROUND:

This project has been under discussion at the staff level since July 2015. The Board of Planning and Appeals originally heard this application at its December 5, 2016 meeting and again at the January 11, 2017 meeting. The application was rescheduled for February 6, 2017, but as a result of a quorum issue, the hearing was rescheduled for February 22, 2017. The staff and the applicant have resolved most of the items presented in our January 25, 2017 staff report, and a revised draft agreement is provided with this application. The revised draft includes language that has been agreed upon by both parties.

The MPUD agreement will become the controlling development document for this project. The MPUD will defer to the City's land development code on issues not covered by the MPUD agreement, but the most important aspects of the project will be regulated in the MPUD. This is why it is critically important that the MPUD be specific and detailed in its content.

Typically, the BOPA reviews a project for compliance with the City's development regulations. While this level of review is done for the MPUD, the City in this case has also set some

expectations about the property development, as the property owner, which need to be considered in reviewing the MPUD application. The proposed MPUD needs to meet these expectations even if they exceed the minimum standards set out in the code. This enhanced level of design particularly affects the project landscaping, traffic management and building design.

In 2010, the comprehensive plan was amended by the Volusia County School Board to designate the 25-acre parcel as Mixed Use III on the comprehensive plan prior to the site being purchased by the City. The zoning has remained a combination of R-2 Single-Family and R-5 One and Two Family Residential which was the zoning applied when the school was present. The Mixed Use III land use classification requires that the property be developed under a development agreement, and the proposed MPUD is being presented to meet this requirement.

The privately-owned corner parcel at Center and LPGA Boulevard is designated as low density residential on the future land use map and is zoned R-2 Single Family. This parcel will be joined into the larger parcel and included within the MPUD agreement. In terms of the comprehensive plan, the proposed MPUD zoning is consistent with both the Mixed Use III and the Low Density Residential land use.

The Basic Plan:

The proposed project is laid out in Section 2 of the MPUD agreement and includes the following items:

Corporate Headquarters	110,172 square feet
Medical Office/Clinic	16,000 square feet
General Office	30,000 square feet
Fitness Center	4,000 square feet
Day Care Center	6,000 square feet
Specialty Food/Restaurant	4,000 square feet
Multi-Family Dwellings	88 units

The proposed project layout and parcel identification is presented in Exhibit B of the Mixed-Use Master Development Plan. The plan clusters the non-residential buildings in the center of the parcel with parking surrounding them. (Parcels 1, 2 and 3.) The residential portion of the property is located in the northwestern corner of the site (Parcel 4). The well tract will be retained by the City as it houses one of our potable water production wells. The wayfinding parcel is the addition to the former school site and will include signage, landscaping and stormwater storage.

The main feature of the site is the Synergy Billing corporate headquarters which is located on Parcel 2 in the center of the site. Parcel 1 will include the medical office/clinic, the fitness center, the day care and the restaurant in a building in the southeast corner of the project. These businesses will be open to the general public and may be developed separately from the Synergy parcel. Parcel 3 will accommodate a general office building which may be included as part of the Synergy operation or may be developed by a separate entity.

DISCUSSION:

In approving a project for development, the City is obligated to review the project to determine that it is consistent with the comprehensive plan and to determine that there will be sufficient public services available to support the project concurrent with the impacts to public services. In response to these questions, the applicant submitted a report dated August 5, 2015 prepared by Zev Cohen & Associates. A copy of the report was submitted as an exhibit to December 5, 2016 agenda item. The report cites policies from the comprehensive plan to demonstrate consistency of the proposed project with the comprehensive plan. The report examines water, sewer, stormwater and solid waste services and demonstrates that current City systems have adequate capacity to support the development. This report also includes a brief review of traffic capacity on roads in the general vicinity of the project. The applicant has subsequently done a TIA and a supplemental report following City comments. Some open issues remain as the applicant proposes to delay the response to some technical comments to an updated TIA. Refer to Exhibit D.

The City staff and the applicant have made substantial progress in completing an MPUD agreement, and a revised MPUD agreement is attached which includes the latest proposed language. There are a couple of items that staff desires to layout for the Board as they consider the application.

- The plan proposes a 10-foot landscaped buffer along Walker Street in place of a 25-foot landscaped buffer that was previously proposed. The staff has agreed to the reduction in the buffer because the buffer along Walker Street is backed by the proposed wet retention areas and additional landscaping. This combination of formal buffer and landscaped retention areas provides more buffering from residential uses on the north side of Walker Street than would be provided by a 25-foot buffer. The 25-foot buffer requirement remains on Parcel 4, the residential parcel, as there is no retention proposed for the Walker Street frontage in this area of the project site.
- The applicant has proposed allowing sidewalks within the buffer. If sidewalks are planned for the buffer area, the density of plant material for the buffer will not be reduced. Therefore, the same quantity of plant material must be applied in the reduced area.
- Traffic improvements remain an issue. The agreement provides language for traffic improvements which include a requirement to install a left turn lane from Center Avenue into the project when the project development reaches 80,000 square feet of building area or an AM Peak Hour traffic volume of 247 trips.

It is the planning staff's opinion that the turn lane improvement is too far downstream in the project to mitigate traffic impacts and has the potential to create safety hazards. There is no real basis supporting the 80,000 square foot figure and the 247 peak hour trips translates to an average of four cars per minute for the peak hour. This threshold came from an earlier negotiation and was essentially selected at random. The planning staff has proposed the requirement for the turn lane be activated following the first phase Synergy development (28,000 square feet). This position is based on the AM peak traffic demand submitted in the traffic study and the application of the Volusia County standards for turn lanes which require a turn lane when a project generates 25 or more left turn movements during the peak hour. The applicant has applied a different standard in its

analysis.

- The Board needs to keep in mind that while the traffic study has concluded the proposed project will not violate the comprehensive plan's designated level of service on affected roads, there will still be added congestion on Walker Street and Center Avenue and that this added traffic may be significant at certain times of the day. The staff position regarding the turn lane is based not solely on traffic thresholds (although we remain convinced the project exceeds the applicable Volusia County threshold) but also to address traffic safety on a road where there is substantial pedestrian traffic during school times and where there will be increased traffic flow with the potential for increased rear end collisions.
- The applicant proposes the four tracts as independent parcels that are stand-alone with regard to parking and stormwater. Engineering is not available at this level of detail to verify that stormwater for each parcel meets standard, but the staff review identified a parking shortfall for the proposed Parcel 3 (120 spaces required versus 114 spaces provided). This is a relatively minor issue but does need to be resolved. This condition has not been corrected in the agreement, but will be applied to any future site plan review.
- Staff has suggested the applicant review the signage formula for wall signage. Given the size of some of the buildings and the distance from the road, the allowable signage is relatively small and staff wants to confirm the applicant is satisfied with outcome.

The applicant has proposed a more generous signage allowance that still remains below the standard code limits. Essentially the revised formula allows wall sign to cover up to 8% of the wall area versus the code maximum of 10%. The original formula allowed the signage coverage at 2.5% of the wall area. The staff has provided a counter proposal allowing the wall signage at 10% for the proposed building on Parcel 1 as this building will have four individual business units. Other buildings on the site would be allowed at 5%. Given the size of these buildings the resulting signage will still be significant. Wall signs will be permitted on all walls with street view.

- The applicant has submitted a design proposal for the buildings in the first phase. Staff review of the submittal indicates the building s as proposed do not meet all of the criteria included in the proposed MPUD agreement. The table included as an attachment to this report compares the submittal with the design elements listed in the MPUD.

STAFF RECOMMENDATION:

The staff can recommend approval of the current draft agreement subject to the modification of the timing for the turn lane. The Board will need to determine if they are willing to accept the building designs as submitted with the compliance concerns with the design standards.

MOTION:

APPROVE SECOND READING OF ORDINANCE 2991, APPROVING THE

**FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT.**

ATTACHMENTS:

- Z-2015-05 Location Map (PDF)
- BUILDING ELEVATION DESIGN REVIEW (DOCX)
- Fountainhead MPUD Agreement with Exhibits - March 28th (PDF)

HISTORY:

02/28/17 Next: 03/14/17	City Commission	APPROVED AT 1ST READING
03/14/17 Next: 03/28/17	City Commission	MOVED TO NEXT MEETING

Ordinance No. (ID # 1607)**ORDINANCE 2991 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****ORDINANCE 2991**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner/Developer of the Fountainhead development has proposed a Mixed Use Planned Unit Development (MPUD) Agreement.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement, a true and correct copy attached hereto.

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. The approval of this Ordinance is conditioned upon and will not be deemed effective until Fountainhead provides financing at least in the amount of \$5,000,000.00. The financing contingency can be satisfied by providing satisfactory proof to the City of available capital, loan commitment and other available funds. In the event the required financing is not provided by May 1, 2017, this condition shall be deemed unsatisfied, this ordinance shall become a nullity and cannot be re-established without commencing the rezoning process from the beginning.

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 28th day of MARCH, 2017 for second reading.

LOCATION MAP Z-2015-05



Scale 1:5,000 - 1 in = 417 ft
 Date Created:
 17-Nov-16 03:13 PM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

BUILDING ELEVATION REVIEW FOUNTAINHEAD DEVELOPMENT JANUARY 18, 2017 SUBMITTAL

DESIGN CRITERIA	HQ BUILDING	ACADEMY BUILDING	NEW BUILDING
Flat Roof	Complies	Complies	Complies
Reflects Grid System	Complies	Complies	Complies
Ribbon Windows	Complies	Complies	Complies
Rectangular Shapes in Non-symmetrical Alignment	Fails	Partial Compliance	Partial Compliance
Rectangular Shapes with Cantilevered Elements	Can't Tell from View	Can't Tell from View	Can't Tell from View
Smooth Exterior Surfaces	Partial Compliance Except for Covered Brick	Partial Compliance Except for Covered Brick	Complies Unless Covered Brick is Used
Metal Detailing	Complies	Complies	Complies
Glass Exterior Wall	Partial Compliance	Partial Compliance	Complies
Vertical and Horizontal Relief	Likely Complies; Need alternate View to Confirm	Likely Complies; Need alternate View to Confirm	Likely Complies; Need alternate View to Confirm

1. Drawings are not architectural drawings.
2. Submitted elevations do not include all promised elevation views.
3. Architect could submit supplemental documentation demonstrating compliance.

FOUNTAINHEAD
MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "AGREEMENT") is made and entered into this _____ day of _____ 2017, by and between Fountainhead Developers, LLC a Florida limited liability company, whose mailing address is 1410 LPGA Boulevard, Daytona Beach, Florida 32117, (hereinafter referred to as "CONTRACT PURCHASER" or "DEVELOPER"), on behalf of the City of Holly Hill; the City of Holly Hill Community Redevelopment Agency and the City of Holly Hill, a municipal corporation of the State of Florida, (hereinafter collectively referred to as "OWNER" or "CITY"), whose mailing address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

WITNESSETH:

WHEREAS, OWNER is fee simple title holder of the property north of LPGA Boulevard and west of Center Street otherwise known as the "1200 Center Avenue Property" within the City of Holly Hill, and more particularly described in Exhibit "A-1" as "Parcel A", attached hereto and made a part hereof; and

WHEREAS, DEVELOPER is fee simple title holder of the property located at the northwest corner of LPGA Boulevard and Center Avenue, directly south of the southeastern corner of Parcel A and more particularly described in Exhibit "A-2" as "Parcel B", attached hereto and made a part hereof; and

WHEREAS, collectively, Parcel A and Parcel B are referred to herein as the PROPERTY; and

WHEREAS, the PROPERTY lies within the CITY's community redevelopment district, and OWNER and DEVELOPER are desirous of seeing this centrally located property redeveloped in a manner that will rejuvenate the area by encouraging commercial and compatible mixed use growth so as to eliminate blight, increase tax base, create jobs and achieve the purposes of the community redevelopment district; and

WHEREAS, DEVELOPER has proposed a Mixed Use Development plan for the PROPERTY and said plan incorporates those elements of development the OWNER desires on the PROPERTY, which includes job creation, an increased tax base and the general provision for the redevelopment of the PROPERTY in a manner sought by OWNER. OWNER has authorized DEVELOPER to submit this plan, on its behalf, as an application to the CITY for a Mixed Use Planned Unit Development (MPUD) rezoning to govern the use of the PROPERTY, and

WHEREAS, DEVELOPER has a contract to purchase a portion of the PROPERTY based upon rezoning the PROPERTY to Mixed Use Planned Unit Development (MPUD); and

WHEREAS upon the purchase of a portion of the PROPERTY, DEVELOPER shall assume the duties, obligations, benefits and entitlements granted herein of OWNER as set out in this AGREEMENT; and

WHEREAS, it is the desire of the CITY to encourage this redevelopment of the PROPERTY so as to prevent and discourage urban sprawl, create jobs, promote compatible, consistent and effective usage of land and add to the tax base within the CITY and to implement the CITY's comprehensive plan; and

WHEREAS, the City Commission seeks to implement the Community Redevelopment Area (CRA) Master Plan by focusing on the best utilization of vacant properties and blighted properties in the city, to encourage private investment and business retention; and

WHEREAS, the provision of access to utility areas (wellfield) and facilities within the wellfield protection area provides a common benefit to the residents of Holly Hill; and

WHEREAS, Section 114-771(4)b. of the Holly Hill Land Development Regulations (hereinafter the "LDRs") requires a written development agreement between the DEVELOPER and the CITY as a part of the rezoning to MPUD process; and

WHEREAS, the proposed Master Development Plan (MDP), including the MPUD Development Agreement, is consistent with the City of Holly Hill CRA Redevelopment Plan, the City of Holly Hill Comprehensive Plan, the City of Holly Hill Land Development Regulations and the Florida Community Redevelopment Act, as contained in F. S. Chapter 163, Part III; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this MDP to provide the terms and conditions upon which the PROPERTY can be developed in accordance with Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by reference.

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with the Master Development Plan, which consists of this AGREEMENT, all exhibits thereto, and adopting Ordinance XXXX The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the date of the submittal of application for permit or development approval, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The following summarizes the development that is approved for the PROPERTY:

- | | |
|--|---------------------|
| A. Corporate Headquarters: | 110,172 square feet |
| B. Medical Office/Clinic: | 16,000 square feet |
| C. Office : | 30,000 square feet |
| a. Financial Institution may be included within the office area as provided for below. | |
| D. Fitness Center: | 4,000 square feet |
| E. Child Day Care: | 6,000 square feet |
| F. Specialty Food/Restaurant | 4,000 square feet |
| G. Multi-family Dwelling Units | 88 dwelling units |

3. Joinder and Consent. DEVELOPER AND OWNER shall provide to the CITY a joinder and consent in lieu of unity of title agreement in order to assure unified control of the PROPERTY. DEVELOPER shall establish a property owners association (POA) in accordance with the terms of this MDP. The POA documents shall be submitted and approved by the CITY concurrently with the first subdivision of the PROPERTY.

4. Controlling Documents. The development of the PROPERTY shall be in accordance with this MDP, subject to amendments approved as outlined in Paragraph 5 below. This MDP shall control the planning, design and construction of the PROPERTY, and the LDRs shall control items and requirements not otherwise addressed by this MDP.

5. Amendments. Amendments to the MDP shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he deems appropriate. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator. All amendments not qualifying as a minor amendment shall be deemed a major amendment which shall be reviewed and approved with a rezoning ordinance with review and recommendation by the Board of Planning and Appeals and two readings before the City Commission.

6. Phasing of Development. The PROPERTY may be developed in multiple phases as individual parcels, as shown on the MDP. However, at a minimum, the following improvements must be included as part of Phase 1 as also illustrated in Exhibit "C":

- A. Synergy Billing Headquarters (2 Buildings, totaling 21,000 square feet)
- B. Synergy Academy (7,000 square feet)
- C. 25 ft landscaped perimeter buffer along Center Avenue.
- D. 10 ft perimeter buffer along Walker Street, running from the intersection of Walker Street and Center Avenue to the main entrance to the Property on Walker Street.

- E. Water retention ponds, as required by the St. Johns River Water Management District, as depicted in Exhibit "C". Landscaping of said ponds shall be as provided herein.
- F. Parking to support the Phase 1 buildings, with future parking area to be sodded until improved.
- G. Primary entrances to Walker Street and Center Avenue as depicted on Exhibit "C".

Thereafter, DEVELOPER may develop the remaining parcels in any particular order. The parcel alignment shown on the MDP, shown on Exhibit "B", reflects parcels that will be incorporated into a final plat. The DEVELOPER shall process a final plat within sixty (60) days of the approval of the MPUD rezoning.

As individual parcels are brought forward for development under a final site plan, DEVELOPER shall ensure that development of the individual parcels includes the extension of utility stubs to parcel lines, storm water sufficient to handle the impervious surface of said parcel, and access and connectivity to adjacent parcels. The Development Code Administrator shall approve the development and development order of any particular parcel subject to the determination that:

- A. The individual parcels are fully supported by the required access, infrastructure and utilities;
- B. The specific parcel of the project can operate independently of other surrounding parcels; and
- C. The development of an individual parcel has been planned to provide sufficient size and location of utilities and infrastructure to support the proposed use on the site and the subsequent phases of the project (oversizing for future use).
- D. The parcel's development furthers the plan for an interconnected campus.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

- A. Corporate Headquarters: 110,172 square feet
 - a. Administrative offices and corporate offices
 - b. Training centers/private meeting centers/assembly areas
 - c. Vocational Academy***
- B. Professional Services/Medical Office/Clinic: 16,000 square feet
 - a. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- C. Professional Service/Office: 30,000 square feet
 - a. A Financial Institution may be located on Parcel 2 or Parcel 3. If drive-thru service is to be provided, an update to the TIA shall be required.
- D. Fitness Center: 4,000 square feet
- E. Child Day Care: 6,000 square feet
 - a. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
- F. Specialty Food/Restaurant 4,000 square feet
- G. Multi-family Dwelling Units* 88 dwelling units
- H. Park, public meeting area, public open space and governmental uses.

A.

*Multi-family dwelling units shall only be located within parcel 4. However, nothing contained herein shall preclude the use of parcel 4 for non-residential use.

**Specific provisions authorizing an accessory daycare playground within a side yard are provided in the accessory uses below.

*** The vocational academy refers to the proposed Synergy Career Academy, a non-profit vocational school seeking licensure from the Commission for Independent Education, which has authority under the Florida Department of Education. In general, the use refers to the definition of "School" as found in Florida Statutes Section 1005.02(16)(a-d)(2016).

It is expressly recognized by all parties that the intent of this MDP is to have the uses provided for herein, including the Fitness Center, Child Dare Care, Specialty Food/Restaurant open to the service of the public rather than limiting said uses to just employees working within the Property.

It is expressly recognized by all parties that construction on Wing North and Wing South, as depicted on Exhibit "B", may occur on a floor by floor basis. Specifically, and pursuant to all relevant local, state and federal building codes as applicable, the exterior frame of the wing buildings may be constructed and Developer may secure C.O. on a floor by floor basis, so long as unfinished floors are properly secured from access.

8. Accessory Uses. Each of the parcels comprising the PROPERTY as shown on the MDP may include the following uses so long as the accessory use is located within the same parcel as the intended primary use of the tract being a permitted use listed previously. Notwithstanding the previous statement, these uses may be permitted on Parcel 1 so long as the Synergy Headquarters building has been constructed on Parcel 2.

- A. Prescription pharmacies that are accessory to and within medical clinics (drive-thru prohibited).
- B. Essential utility services, including offsite stormwater retention and structures
- C. Daycare Playground, located within a side yard and accessory to an inline child daycare center.
- D. Other uses customarily accessory and incidental to the principal use as determined by the Development Code Administrator.

9. Dimensional and Building Design Standards. The following summarize the dimensional standards applicable to all development occurring within this MPUD.

A. Area width and depth as shown on the Fountainhead Master Development Plan attached hereto and incorporated herein as Exhibit "B".

- B. Required yards:
 - i. All yards abutting other parcels or interior roads or other interior elements 15 ft.
 - ii. All yards abutting any boundary of the Property 20 ft.
- C. Maximum building height: 45 ft.
Measured from center line of closest City street.
Parapets, chases and architectural elements may be added up to an additional ten feet (10')
- D. Maximum Floor Area Ratio (FAR) 0.35* for Parcels 1,2,3
(*Parcel 4, if developed for multi-family residential, shall not be included in FAR calculations. If parcel 4 is developed for non-residential use, then A-E apply.)
- E. Parcel 4 Maximum Building Length 200 ft.

10. Building Design Standards Applicable to All Tracts

- A. The Fountainhead MPUD shall be developed in a coordinated and compatible manner to ensure visual harmony and provide for a high-quality multi-use development throughout the PROPERTY.
- B. Building architecture, landscaping, hardscape and signage shall be coordinated to ensure the PROPERTY and individual developments within maintain consistency.
- C. Accessory structures shall be designed to be compatible with the primary structure on the parcel. Compatibility shall mean use of common features, colors and material.
- D. Site design guidelines: All parcels shall be compatible with the landscaping, lighting and hardscape features established for the initial phase of development to ensure that all landscape buffers are consistent in appearance. Parking lot islands and common areas shall utilize a similar palette of plant material so that there is consistency and compatibility. Where feasible, stormwater ponds shall be integrated into the site to provide for open space elements, such as decks and observation areas.
- E. Building design standards: Buildings within the Fountainhead MPUD on the PROPERTY shall comply with "Contemporary Architecture." For the purposes of this MDP, "Contemporary Architecture" shall include the following elements:
 - i. Each facade shall focus on horizontal elements with clean, simple lines that define the base, body, and cap of a building structure.
 - ii. Design shall emphasize the use of the "grid" with contrasting materials. The design shall focus on the rectangular form with curved corners and other rounded features.
 - iii. Exterior walls shall be smooth and constructed of stucco, finished

- stone, finished metal or glass.
 - iv. Buildings shall have flat roof systems with a parapet that screens roof-mounted equipment.
 - v. Windows may be “ribbon” windows.
 - vi. Vertical shifts and cantilevered projections shall be included to avoid extensive, flat building lines. There shall be a relief to massing of any building such that a minimum of 20% of the building frontage shall have relief or other movement of 3-feet or more, as measured from the leading edge of the primary building.
 - vii. Aluminum or stainless steel banding or detailing may be included with glass walls to provide relief and contrast.
 - viii. Pre-fabricated metal buildings with painted walls shall be prohibited since they are not consistent with contemporary architecture as established in this MDP.
 - ix. Lighting fixtures shall be simple and lack fenestration or ornamentation, consistent with the overall project design. The initial phase of development shall set forth the common site elements to include but not limited to lighting, benches, signage design etc., to be used throughout the MPUD.
 - x. Buildings shall have a maximum of four different colors as long as they create the graphic relief intended for the geometry of the building.
 - xi. For those multi-family structures located on parcel 4, eaves, roof extensions, patios, balconies, stairwells, sidewalks and associated extensions may extend no more than ten feet (10') into any yard.
 - xii. Notwithstanding any of the above statement to the contrary, all parties recognize that, as to any residential development on the Property, the Contemporary Architecture standard is meant to inform the design of the structures. However, the parties recognize that said standards were designed with commercial buildings in mind and that the design elements are to be worked into the design of any residential structures, but that certain elements, such as glass walls and the like may not be feasible for a residential use. Review of the architectural elevations of any residential structure will be pursuant to the process described in Section H below.
- F. The following photographs show buildings that reflect the “contemporary” architecture proposed for the project. These are provided for demonstration purposes and do not reflect the actual design of the buildings to be constructed on the Fountainhead PUD property.

Examples of the following elements:

1. Flat roof;
2. Exterior walls and building reflects a grid system; and
3. The use of “ribbon” windows.



Examples of the following elements:

1. Rectangular shapes in non-symmetrical alignment;
2. Exterior walls and building reflects a grid system;
3. Rectangular shapes, cantilevered elements;
4. Smooth exterior surfaces; and
5. Metal detailing.



Examples of the following elements:

1. Flat roof, Exterior walls and building reflects a grid system;
2. Glass used for exterior wall; and
3. Vertical and horizontal relief.

Examples of the following elements:

1. Building emphasizes rectangular shapes;
2. Glass used for exterior wall;
3. Vertical and horizontal relief via cantilevered elements



- G. The Development Code Administrator shall review the following items in assessing the proposed design of projects within the MPUD:
- i. Setbacks and relationship to adjoining structures.
 - ii. Scale in relationship to building and adjoining structures.
 - iii. Scale: height in relationship to adjoining structures.
 - iv. Wall facade treatments and window patterns.
 - v. Front facade, exterior elements, detailing, color, and wall surface structures.
 - vi. Buildings facing pedestrian areas should be at least 5'-0" from walkways with a landscape buffer, as a general rule.
 - vii. Utility and mechanical locations and screenings of such.
 - viii. Doors and storefronts must reflect the "contemporary" architectural style.
 - ix. Outdoor seating and landscape areas will be required, as well as dumpster locations. The use of wood or chain link will not be permitted.
 - x. All submittals will require building floor plans, exterior elevations (4) sides and a color elevation showing the architectural "contemporary" style.
- H. To ensure the consistency described above, this MDP provides for an additional step in the review process to address the elevations of the buildings to be constructed on the Property. The process shall be as follows:
- a. Elevations for the Corporate Headquarters Building, which shall be the first building permitted under this MDP, are attached hereto and incorporated herein as Exhibit "G". With the approval of this MDP, the elevations for said building shall be approved and the following paragraph shall not apply for said building.
 - b. If elevations for the Corporate Headquarters Building have not been submitted as part of the approval of this MDP or as final renderings for subsequent buildings are not available at the time of the MDP adoption, the standard site plan approval process shall now require that the architectural elevations for any building constructed on the Property, other than the

structural elevations approved by this MDP, shall be brought before the Holly Hill City Commission for review and approval. Said review shall be limited to determining whether the proposed elevations are consistent with the existing structures on the Property and with the architectural style elements and building design standards provided for herein. It is the intent of all parties to this MDP to allow for some distinction and deviation between the buildings on the Property provided that they meet the design criteria provided above.

11. Landscaping and Related Standards.

A. Landscaping.

- i. Landscaping shall be consistent throughout all parcels contained within the PROPERTY to provide the sense of a unified campus development.
- ii. Specific landscape plans shall be provided through the site plan process for each parcel contained within the PROPERTY.
- iii. For each parcel, the following minimum landscape requirements shall apply:
 - a. Project Perimeter
 - i. The MDP provides for a landscape perimeter buffer along Center Avenue of 25 feet. The minimum landscaping required for these areas shall be as provided on Page 1 and Page 6 of the Landscape Plan prepared by Zev Cohen and Associates, attached hereto and incorporated herein as Exhibit "D". Sidewalks may be included/incorporated into this buffer provided that the presence of said sidewalk does not impact the density or variety of vegetation to be contained within the buffer.
 - ii. This MDP provides for a landscape perimeter buffer of 10 feet along Walker Street. The minimum landscaping required for these areas shall be as provided on Page 2 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D". Additionally, as stormwater retention ponds are constructed in the areas adjacent to Walker Street, landscaping, as provided for on Page 5 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D", shall be incorporated into the design of the ponds. It is the express intent of all parties that the landscaping for the pond in Parcel 3 be consistent with and otherwise mirror the landscaping for the pond in Parcel 2. Please note that additional landscaping along Walker Street shall be provided for Parcel 4, as described immediately below.
 - iii. Parcel 4 – The western boundary of Parcel 4, as illustrated on the MDP, provides for a 10 foot landscape perimeter buffer. The minimum landscaping required for these areas shall be in plant quantities and types with the

standards set forth for Parcels 1 -3 and as illustrated in Exhibit "D". As Parcel 4's northern perimeter buffer along Walker Street will not be supplemented by the presence of a retention pond in Parcel 4, the northern perimeter buffer along Walker Street for Parcel 4 shall be 25 feet.

- iv. Southern Boundary – The southernmost boundary of the PROPERTY is encompassed by a 15 foot access easement servicing Well Tract, running from the Well Tract to Center Avenue. If alternative access to the Well Tract is provided, to the satisfaction of the City, then the existing 15 foot access easement area may be landscaped and shall satisfy the landscaping requirements for the southern boundary. In the event that said easement is vacated or alternative access can be provided, the buffer standards provided by the Land Development Regulations to provide for a vegetative opacity no less than 80% It is explicitly recognized that notwithstanding the ability to provide alternate means to access the Well Tract, a pipeline is and shall continue to be located within the 15 foot access easement. Landscaping shall be provided to avoid conflict with said piping and in the event that the piping must be disturbed by the City, the landscaping shall be restored to its prior condition by the DEVELOPER. If no alternative access to the Well Tract can be provided and the City requires the continued use of the 15 foot access easement, the landscaping required for the southern boundary shall be provided to the north of the 15 foot access easement. Landscaping along the southern boundary shall not be required until such time as development on Parcel 1 begins. The minimum landscaping required for the southern buffer shall be consistent in plant quantities and types with the standards set forth and illustrated in Exhibit "D".
- v. Retention Ponds – The retention ponds are to be designed as functional, but featured amenities for the PROPERTY. DEVELOPER shall supplement the design of the surface water tracts with plantings so long as they do not interfere with the function of the stormwater facilities and are compliant with St Johns River Water Management District. A typical for the treatment of the stormwater facilities can be found on Page 5 of the Landscape Plan, attached hereto as Exhibit "D".
- b. Parking and Drive Aisles: Exhibit "B" provides for parking and drive aisles servicing all portions of the PROPERTY. This MDP shall permit a maximum parking space run of 13 spaces before a

landscape island is required. Plantings within the parking lots shall be as depicted as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".

- c. Building Landscaping: To comply with and accentuate the architectural themes of the structures to be built on the PROPERTY, the minimum landscaping for building frontages within the PROPERTY shall be as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".
 - d. OWNER shall provide DEVELOPER with reclaimed water at a rate of \$200 per month which shall be automatically adjusted annually in the same manner as other utility rates .
- B. Sidewalks.
- i. Sidewalks shall be provided on both sides of all roads and private access drives leading into the PROPERTY from Walker Street and Center Avenue. No sidewalks shall be provided along the access easement to the Well Tract. Sidewalks shall comply with City of Holly Hill design standards.
 - ii. Sidewalks shall be provided to internal connection between the various uses and parcels. Determination of location, size and design of the pedestrian walkways shall be addressed with the site plans for the individual parcels. To the extent permitted by the St Johns River Water Management District, DEVELOPER shall incorporate walking paths and similar amenities into the Surface Water Tracts depicted on the MDP.
- C. Bus Stops. DEVELOPER shall provide two covered bus stops serving the PROPERTY, one located on Walker Street and one located on Center Avenue. The exact locations and designs of the shelters shall be coordinated with Votran and the CITY.
- D. Bicycle racks shall be provided at entrances to primary structures for both patrons, residents and employees.

12. Ingress and Egress to the PROPERTY. Public access to the PROPERTY shall be limited to points along Walker Street and Center Avenue in accordance with the requirements contained in Chapter 90, Article III, Division 2, Subdivision IV of the LDC and as depicted in this MDP. The locations of these access points are provided in Exhibit "B". A typical of the landscaping for the primary access points on Walker Street and Center Avenue is found on Page 3 of the Landscape Plan, attached hereto as Exhibit "D". An access/maintenance easement, fifteen feet (15') wide and as depicted generally on the MDP, shall provide CITY with access to its water line and the Well Tract from Center Avenue unless alternative access can be provided as described herein. All property owners within the PROPERTY shall have the right to utilize any of the access easements abutting their parcel.

13. Projected Traffic Impacts and Improvements. The following traffic improvements and requirements are based on the Traffic Impact Assessment (TIA) dated June 2016; the follow up report dated January 3, 2017 (Attached as Exhibit "E"); and subsequent memoranda produced

by City staff.

- A. The DEVELOPER shall provide a fully updated TIA meeting the current MPO standards prior to initiating site plan approval for the first phase of development as described in Exhibit "C".
- B. The DEVELOPER shall design and install a left turn lane from Center Avenue with the construction of any principal buildings on Parcels 1, 2 or 3 beyond the initial 80,000 square feet of rehabilitation and new construction. This equates to 247 AM peak entering trips.
- C. The DEVELOPER shall pay its proportionate share of off-site traffic improvements where the need for the improvement has been linked to the project.
- D. Should a future TIA, done for subsequent site plan review, determine that a turn lane is required on Walker Street, the DEVELOPER shall construct the turn lane. DEVELOPER shall be entitled to recover a proportionate share of the cost from other contributing projects as these projects are reviewed by the City for transportation concurrency.
- E. The DEVELOPER shall be required to comply with any County impact fee requirements and proportionate share requirements as part of the City's transportation concurrency approval.

14. Projected Utility (Potable Water, Sanitary Sewer and Stormwater Management) Impacts and Improvements.

- A. All proposed improvements shall be required to connect to existing potable water and sanitary sewer facilities owned and maintained by the City of Holly Hill. All designs and construction of utility connections shall comply with Chapter 90, Article III, Division 4 of the LDC.
- B. All Stormwater management facilities shall comply with the requirements of the CITY and the St. Johns River Water Management District.
- C. As stated herein in Section 17 of this MDP and as provided in the separate Redevelopment Incentive Agreement, DEVELOPER shall receive those certain impact fee credits, including those for potable water and sanitary sewer impacts, based on the prior use of the PROPERTY (Holly Hill Middle School) and said credits shall be utilized in determining impact fees and other connection fees as specified in said Redevelopment Incentive Agreement.
- D. In accordance with Section 90-205 of the LDC, utility lines for electricity (except primary transmission lines), telephone, gas and television communications shall be installed underground in locations approved by the city engineer unless otherwise approved by the City Commission.
- E. Water usage by the multi-family uses contemplated for parcel 4 as depicted on the MDP shall be measured by a master meter.

15. On-site Parking/Development Criteria. The on-site parking shall comply with the requirements of the LDR's with the following exceptions:

- A. Parking for all permitted uses, including accessory uses but excluding multi-family dwellings, shall be provided at a rate of 4 parking spaces per 1,000 square feet of gross building area. Reductions may be allowed for parking management strategies that include, but are not limited to shared-parking agreements, shift-related parking plans, off-site parking opportunities and credits for transit,

- pedestrian, bicycle and on-site residential development.
- B. Parking for multi-family dwellings shall be calculated at 1.5 spaces per 1-bedroom unit and 2 spaces for each unit with 2 or more bedrooms.
- C. Parking for Synergy Academy: Notwithstanding the provisions found above, parking for the Synergy Academy use shall be based upon the parking requirements for Private College/Post High School uses. 1 space shall be provided for every employee of the Academy use, and 1 space for every 3 students during the hours of maximum operation shall be provided.

16. Signage. Signage shall comply with the regulations contained in Chapter 110 of the CITY's LDC with the following exceptions:

- A. There shall be five (5) project identification signs to be located on Walker Street (2), Center Avenue (2) and the intersection of LPGA Boulevard and Center Avenue (1) as generally depicted in the MDP (as either "Entrance Sign" or "Entrance Feature"). The project identification signs shall each be limited to a maximum of forty-eight (48) square feet of copy area per face. Copy area shall mean the area of the sign with wording and logos, and shall not include the physical structure supporting the sign. The maximum height of the project identification sign shall be ten (10) feet as measured from the centerline of the adjoining street. Project identification signs shall be located so that there are no sight visibility issues at intersections or other points of heavy vehicular traffic. Project identification signs may be a single, double-faced sign or two, single-faced signs. Project signs shall be monument style ground signs and shall include the name of the MPUD ("Fountainhead" or other project name acceptable to the DEVELOPER and OWNER).
- B. Building identification signs shall be allowed on all buildings. Maximum building sign area shall be equal to the area of 20% of the building height multiplied by 40% of the building width of the side of the building where the sign will be placed. The building sign may be placed anywhere on the building, except that no sign shall exceed or protrude over any roof line.
- C. Directory signs up to a maximum area of thirty-two (32) square feet of copy area shall be allowed at one access point from Walker Street and two access points from Center Avenue. Directory signs shall not exceed eight (8) feet in height. Directory signage shall be designed to accommodate individual business locations and shall be accessible to all properties within the project.
- D. No exposed neon or lighting shall be allowed within any sign on the PROPERTY.
- E. Final designs shall be provided with site plan applications and shall comply with the dimensional requirements listed above and shall be consistent with the standards for "Contemporary Architecture" listed in Section 10 of this MDP.
- F. There shall be (1) identification sign into Parcel 4, the proposed location for the Multi-Family use. This sign shall not include tenant identification.

17. Vesting: Development Rights and Impact Fees.

- A. Development Rights for the PROPERTY – The intent of this MDP is to define the applicable condition for the development of the PROPERTY. As stated herein, where the MDP are silent, the LDR provisions in effect as of the submittal of application for permit or development approval shall control.
- B. For purposes of all concurrency and impact fee determinations, credit for all of the pre-existing impacts of the middle school formerly on the PROPERTY, including but not limited to police protection, fire protection, water, sewer, stormwater, and traffic shall be granted on a first come first serve basis, except for Parcel 4 Workforce Housing Development. Said credit shall remain with the PROPERTY and shall not be transferred to any unrelated project or development. The vesting of said credits shall be effective as of the date of the closing of the sale of any portion of the PROPERTY from OWNER to the DEVELOPER. Said credits shall be considered a vested property interest and shall survive any future modification of the CITY'S concurrency or impact fee provisions to ensure that they may be available for use for the duration of the PROPERTY'S redevelopment. Impact fee credits shall be identified in Exhibit "G".

18. Walls and Fences. Interior fences and wall may not exceed six feet (6') in height. Fences and walls may be constructed of metal, masonry, PVC, or other similar materials. Fence design must be consistent with the design criteria contained in Section 10 of this MDP. Black or green vinyl-coated chain link fence may only be used on the perimeter of the contemplated child day care center play yard.

19. Solid Waste. Each parcel shall have adequate facilities for the disposal of solid waste which shall be screened from view. Design and appearance of dumpster enclosures shall be consistent with the design criteria in Section 10 of this MDP. At a minimum, all outside temporary waste storage containers shall consist of six foot (6') tall, ten foot (10') by ten foot (10') enclosures. If dumpsters are used on the subject property, a solid fence or wall with a height of 6 feet shall be used to screen three sides of the dumpster. Gates shall be opaque and shall remain closed to obscure the contents during business hours.

20. Parcel Development Plan Approval. This MDP provides sufficient evidence that future development of the PROPERTY conforms to the requirements established in Chapter 82, Article III, Division 2, Section 82-216 City of Holly Hill LDRs. The development of the Fountainhead MPUD shall be subject to review solely by the Development Code Administrator and other City of Holly Hill staff. The Final Development Plans shall be reviewed by the Development Code Administrator, who upon determination that a Final Development Plan complies with all applicable development requirements of subsection 82-216(g) and the MPUD, shall issue the Final Development Order. Note that pursuant to Paragraph 10.H. provided for herein, architectural elevations for all buildings constructed on the Property shall be brought before the City Commission for a determination of consistency with the pre-existing structures and the architectural style elements and building design standards provided for herein. All Final Development Plans shall address future development of adjoining vacant development areas by demonstrating that utilities, access, and compliance with dimensional standards (setbacks, buffers, building separation) shall be consistent with this MDP, the Comprehensive Plan and the City of

Holly Hill LDRs. Nothing contained herein exempts future development of the Fountainhead MPUD from other permitting requirements established by federal, state, regional or county authorities. Appeals of the Development Code Administrator's decisions in regard to Final Development Plans within the Fountainhead MPUD shall abide by the requirements established in Chapter 82, Article V, Division 2.

21. Stormwater. Stormwater will be treated on site as required by the LDRs and the St. Johns River Water Management District. Stormwater retention facilities may serve individual or multiple parcels within the PROPERTY. Any common stormwater facilities must be maintained by a Property Owner's Association. Stormwater pond area shall be credited toward any open space requirement. Stormwater shall be designed to be integrated with the landscaping so that size, orientation and design are complementary to the landscape and building design. Ponds shall be designed to be aesthetically pleasing, complimentary to the PROPERTY'S landscaping and sloped so that fencing is not required. Fountains shall be provided in each retention area as a design element.

22. Wellfield Acknowledged. A wellfield, with a well tract encompassing approximately 2.08 acres, is located outside of the PROPERTY along its southern boundary as depicted in the MDP. This MDP was designed to accommodate the continued use and maintenance of the well tract by the CITY. All parties to this MDP acknowledge the existence and proximity of the wellfield to the PROPERTY. If CITY abandons the use of the wellfield and DEVELOPER purchases that property identified as the Well Tract on the MDP at a later date, said property may be incorporated into this MDP as a major amendment.

23. Property Owners Association. Prior to any subdivision of the PROPERTY shown on the MDP, DEVELOPER shall establish a Property Owners Association, created for the maintenance of all common areas, including the interior road network, parking areas and the stormwater system for the PROPERTY. The DEVELOPER shall be responsible for recording said information in the Public Records of Volusia County, Florida and shall bear all costs for recording the information.

24. Binding Effect. This MDP shall be recorded in the Public Records of Volusia County, Florida, and the provisions of this MDP shall be binding upon the parties hereto and respective successors and assigns as a covenant running with and binding upon the PROPERTY.

25. Breach of MDP. In event that the DEVELOPER has materially breached the MDP, the DEVELOPER shall commence to cure the breach within thirty (30) days of the notice by the CITY. If the DEVELOPER is unable or unwilling to cure the breach and abide by the MDP, the CITY shall exercise its right to take appropriate legal action including code enforcement or termination of this MDP.

26. Hold Harmless. The purpose of this Hold Harmless provision is to limit the exposure of the CITY, as the governing body adopting this MDP from actions taken during development on the PROPERTY. Therefore, DEVELOPER agree to and shall hold the CITY, its officers, its employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage that may arise from the direct or

indirect operations of the DEVELOPER or those of the DEVELOPER'S contractor, subcontractor, employee, or other persons acting on his/her behalf which relate to the project. DEVELOPER agree to and shall defend the CITY and its officers, employees, and representatives from actions for damages caused or alleged to have been caused by reason of the DEVELOPER'S activities in connection with the project. HOWEVER, nothing contained herein shall be deemed to serve as a waiver of sovereign immunity to the extent said immunity is available to CITY.

27. Monitoring Official. The City of Holly Hill City Manager or his/her designee is appointed as the CITY's monitoring official of this MDP. The CITY's representative shall monitor the activities specified in such a manner to ensure that all requirements of this MDP are met and that all reviews and approvals are expedited to the greatest extent possible.

28. Notices. Any notice, demand or other communication required or permitted under the terms of this MDP shall be in writing, made by telegram, Federal Express, USPS Express Mail, UPS or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by any of the overnight delivery services identified above, and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the CITY: City of Holly Hill
Attn: City Manager
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9425
FX: 386.248.9448

With Counterpart to: City of Holly Hill
Attn: City Planner
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9424
FX: 386.248.9448

If to the DEVELOPER: Fountainhead Developers, LLC
1410 LPGA Boulevard
Daytona Beach, FL 32117
PH: 386.274.4802

29. Severability. Invalidation of any provisions of this MDP shall not affect any other provisions of this MDP, which shall remain in full force and effect.

30. Effective Date. The approval of this Ordinance is effective upon adoption.

**THIS PORTION OF THE PAGE LEFT INTENTIONALLY BLANK
TITLE PAGE TO FOLLOW**

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

ATTEST:

CITY COMMISSION OF THE CITY OF
HOLLY HILL

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.:
My Commission Expires:

OWNER

HOLLY HILL COMMUNITY
REDEVELOPMENT AGENCY

Attest: _____
Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.:
My Commission Expires:

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson MeyerTitle: ManagerSTATE OF FLORIDA
COUNTY OF VOLUSIA

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

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.:
My Commission Expires:

Exhibit "A-1"

Parcel A: The 1200 Center Avenue property

Exhibit A-1

Parcel A: The 1200 Center Avenue property

DESCRIPTION: (PER O.R. BOOK 6670, PAGE 2413)

PARCEL 1:

That part of "BISHOP VILLAGE" SUBDIVISION, as per map recorded in Map Book 19, Page 92, of the public records of Volusia County, Florida, and part of Lots 1, 34, 4, 32 and 33, and all of Lots 2 and 3, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida, being more specifically described as follows:

Commencing at the Southeast corner of Lot 20, of said BISHOP VILLAGE SUBDIVISION; thence North 25° West, along the Westerly line of Center Street, a distance of 200 feet to a concrete monument, marking the PLACE OF BEGINNING; thence South 63°28' West, a distance of 978.65 feet to a concrete monument located on the West line of Lot 32, Block 35, FLEMING SUBDIVISION; thence North 25°25' West, along the Westerly line of said Lot 32, a distance of 428.07 feet to a steel rod marking the Northwest corner of Lot 32, Block 35; thence South 64°31'30" West, along the Southerly line of Lot 4, Block 35, a distance of 84.92 feet; thence North 25°25' West, a distance of 636.2 feet to a point in the South line of 13th or Walker Street; thence North 64°42'30" East, a distance of 1071.08 feet to a concrete monument marking the Northeast corner of Lot 1, BISHOP VILLAGE SUBDIVISION; thence South 25° East along the Westerly line of Center Street, a distance of 1043.1 feet to the PLACE OF BEGINNING.

PARCEL 2:

The West 13 feet of the South 200 feet of Lot 32, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida,

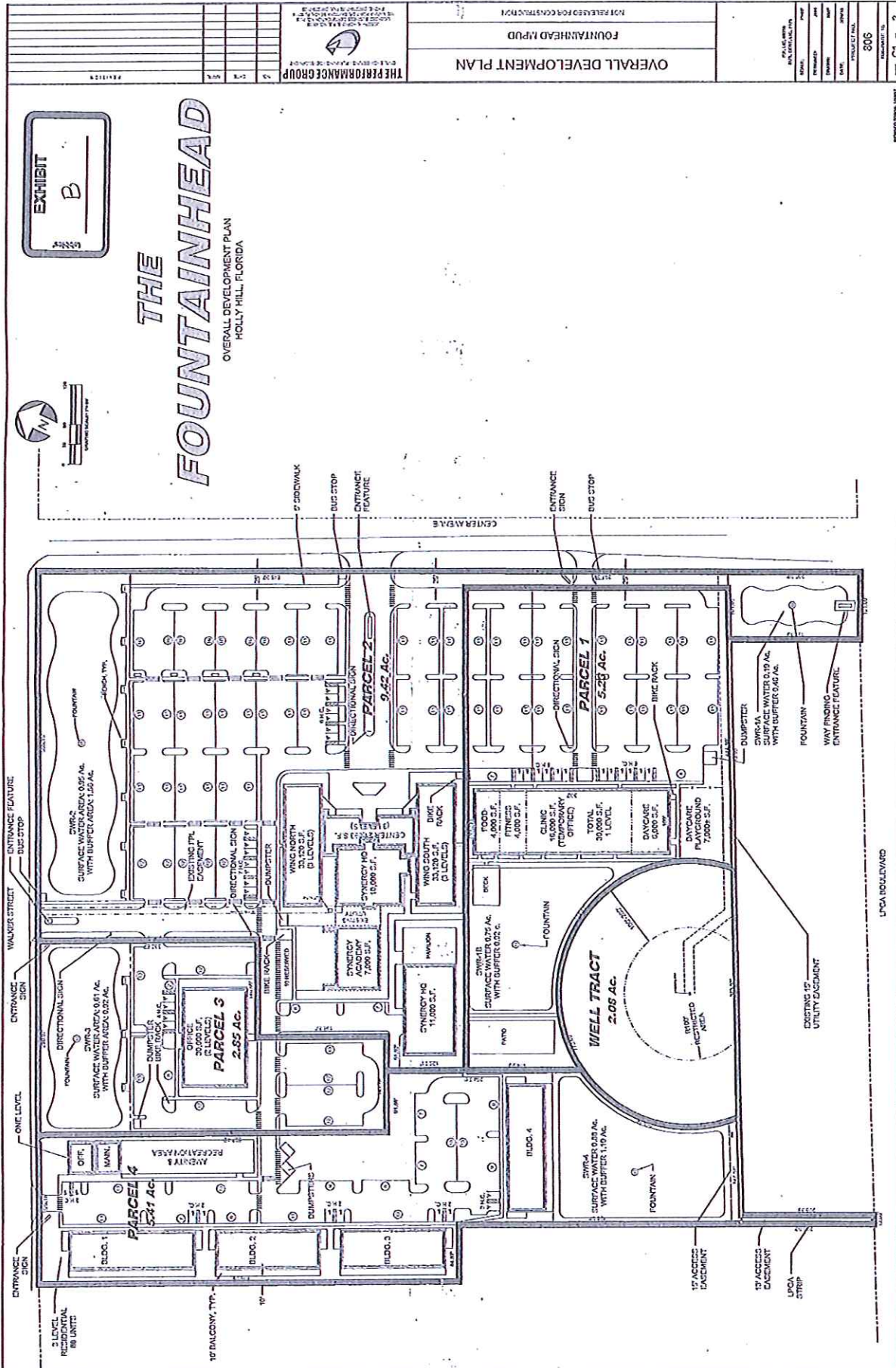
Exhibit "A-2"
Parcel B: Developer's Parcel

Exhibit A-2
Parcel B: Developer's Parcel

DESCRIPTION: (PER O.R. BOOK 7214, PAGE 890)

The East 101 feet of the South 200 feet of Lot 34, Block 35, Fleming Fitch Grant, according to the map or plat thereof, as recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida, also known as Lot 20, Bishop Village, according to the map of plat thereof as recorded in Map Book 19, Page 92, of the Public Records of Volusia County, Florida.

Exhibit "B"
Mixed Use Master Development Plan



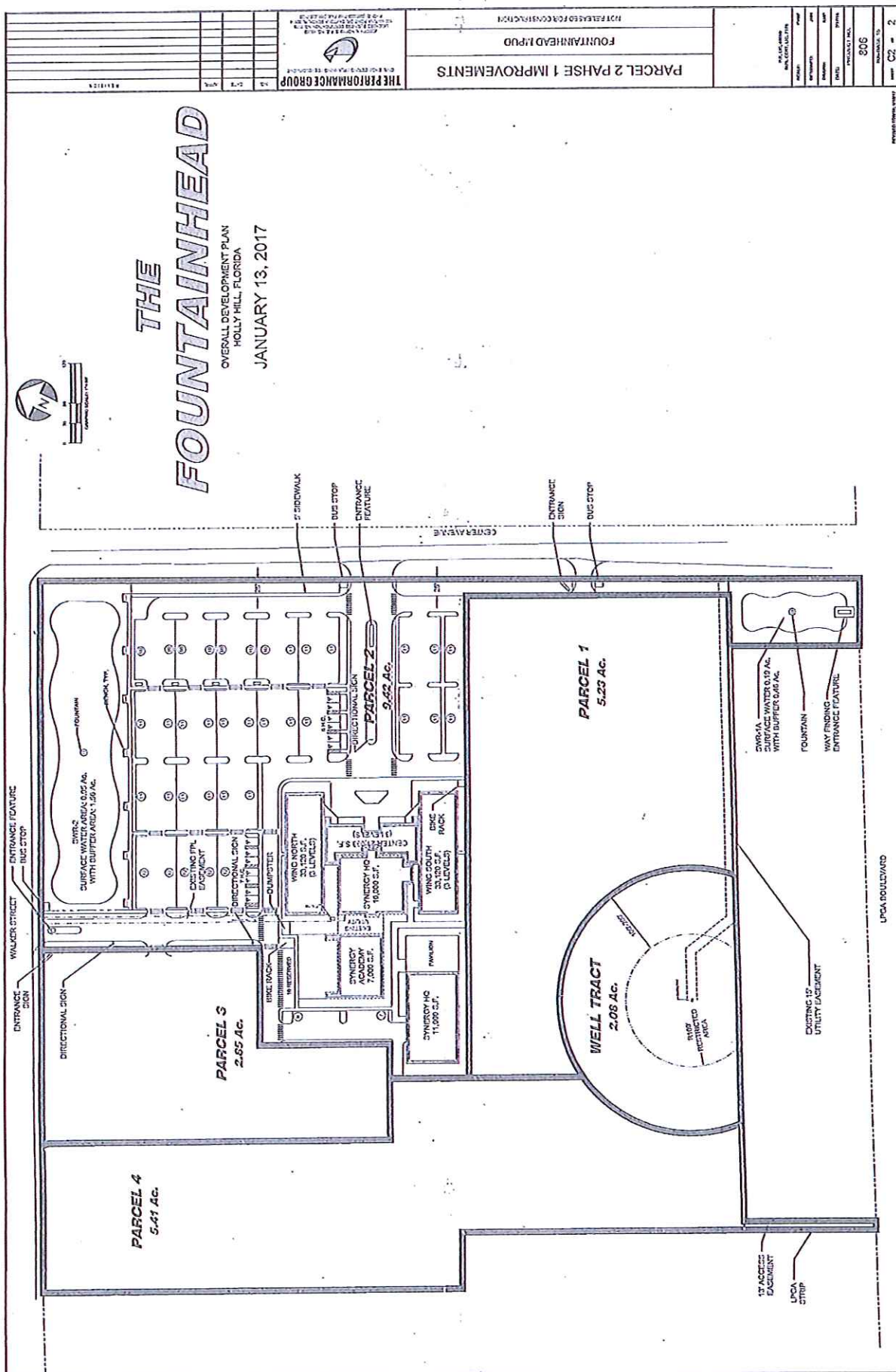


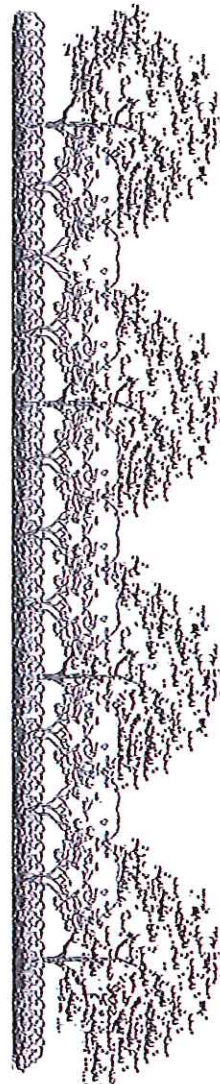
Exhibit "C"
Illustration of Phase 1



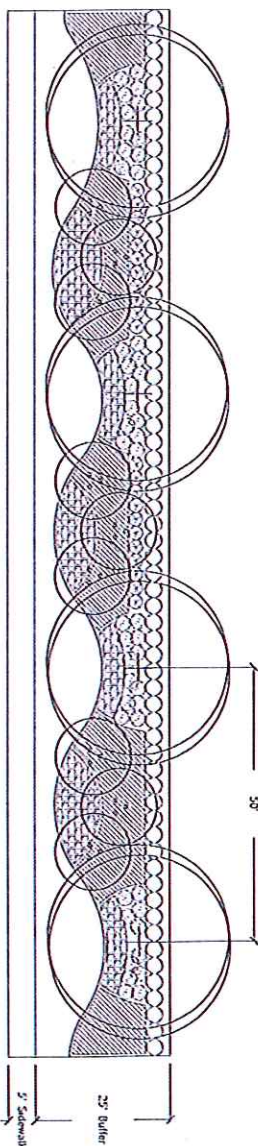
Exhibit D
Landscape Plan

EXHIBIT

D



Center Avenue Buffer Elevation



Center Avenue Plan (Typ.)

- 25' CENTER AVENUE BUFFER
- ONE SHADE TREE PER 50 LINEAR FEET
- 3 UNDERSTORY TREES PER 20 LINEAR FEET
- CONTINUOUS HEDGE TO SHIELD
- 25' BUFFER
- 9 DIFFERENT TYPES OF LANDSCAPE MATERIALS PER 20'
- 500 SHALL MAKE UP NO MORE THAN 40% OF BUFFER AREA
- SHADE TREES AND UNDERSTORY TREES TO BE A MINIMUM OF 25% MORE AGE IN SIZE OVER CITY REQUIREMENTS

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

CITY OF HOLLYRIDGE

VOLEBA COUNTY, FLORIDA

NO.	DATE	REVISION

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

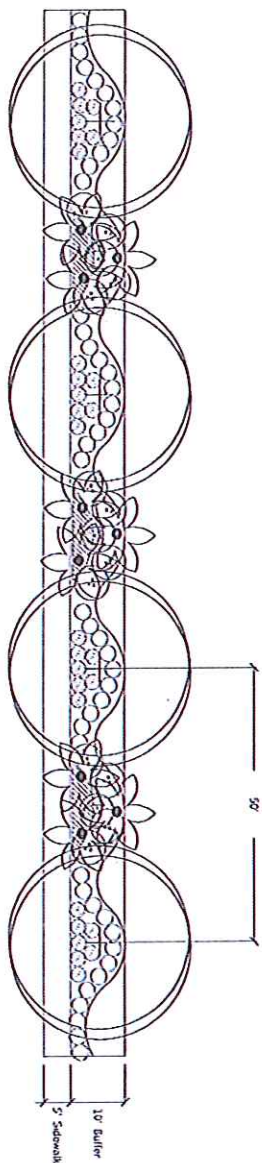
GROUND BEACH
ARCHITECTURAL, INC.
10000 N. W. 10th Ave.
Suite 100
Miami, FL 33150
Tel: 305.555.1234
Fax: 305.555.1235

EDGEWATER
ARCHITECTURAL, INC.
10000 N. W. 10th Ave.
Suite 100
Miami, FL 33150
Tel: 305.555.1234
Fax: 305.555.1235





Walker Street Buffer Elevation



Walker Street Buffer Plan (Typ.)

- 10' WALKER STREET BUFFERS
- ONE CANOPY TREE PER 20 LINEAR FEET
- 10' OVERHANG BOTTOM LINE CONC. IN 20' OF TREE SPAN LINE CONC. IN PLANT LIST FOR SUBSTITUTION RECOMMENDATIONS.
- 1 UNDERSTORY TREE OR 3 MEDIUM PALMS PER 20 LINEAR FEET
- 7 DIFFERENT TYPES OF LANDSCAPE PLANTS PER 20 LINEAR FEET
- CONTINUOUS HEDGE PROVIDED AS VISUAL SCREEN
- 500 NOT TO EXCEED 40% OF BUFFER SHADE TREES AND UNDERSTORY TREES TO BE A MINIMUM OF 20% HEDGE IN SET OVER CITY REQUIREMENTS

DATE: 10/2/2014

PROJECT: FOUNTAINHEAD MPUD EXHIBITS

CONTRACT NO: 1607

CONTRACTOR: ZEV COHEN & ASSOCIATES, INC.

DESIGNER: ZEV COHEN & ASSOCIATES, INC.

DATE: 10/2/2014

FOR REVIEW ONLY NOT FOR CONSTRUCTION

GROUND BEACH

EXHIBITS

EDGEWATER

EXHIBITS

ZEV COHEN & ASSOCIATES, INC.

10000 WALKER STREET, SUITE 100

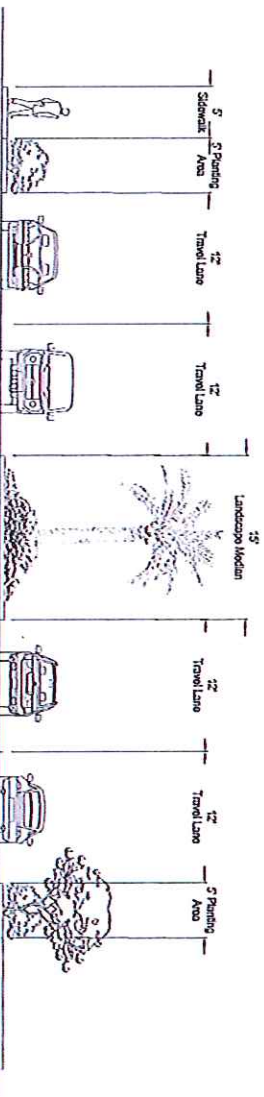
DAVIDSON, NC 28038

704.844.1111

10.6.f

Scale 1 = 2000

- [illegible]

 $2\pi\alpha' = 2\pi \cdot 10^{-33} \text{ cm}$ 

DATE OF POSTING: 26

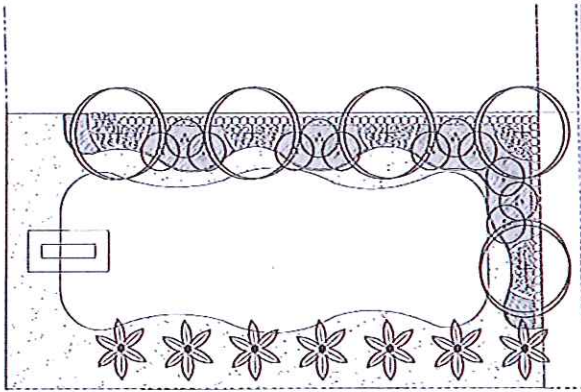
1514 (25) 1924

ORVOLD BEACH
3000 ORVOLD BLVD., STE. C
ORVOLD BEACH, N.J. 07066
CITY: 870-2222 FAX: 870-2223

EDGEWATER
EDGEWATER PLAZA
EDGEWATER, N.J. 07020
CITY: 870-2222 FAX: 870-2223



10.6.f

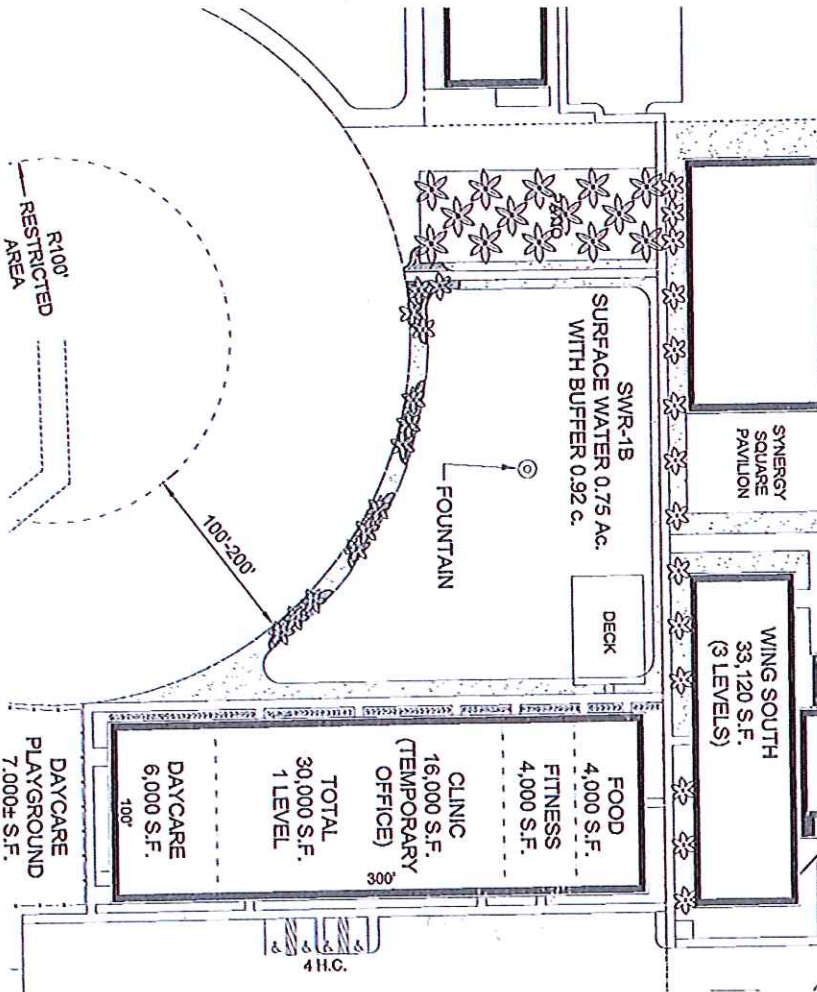


Wayfinding Area Conceptual Plan

1"=20'

Stormwater Ponds (Typ.)

- 200 SQUARE FEET OF LANDSCAPE AREA SHALL BE PROVIDED FOR EACH 100 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK.
- LANDSCAPE AREAS SHALL BE ADJACENT TO THE HIGH WATER LINE USING AQUATIC PLANT MATERIAL OR SURROUNDING REQUIRED TREES.
- 3 CANOPY TREES SHALL BE PROVIDED FOR EACH 100 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK. MORE TREES MAY BE USED.
- TREES SHALL BE PLANTED AT 10' ON CENTER BETWEEN TREES.
- LOCATION MUST BE WITHIN 40' FROM TOP OF BANK.
- WATER FEATURE SUCH AS A FOUNTAIN SHALL BE INCLUDED IN ALL WET RETENTION PONDS.



Stormwater Pond 18 Conceptual Plan

1"=20'

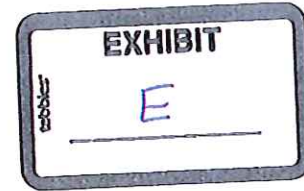
FOUNTAINHEAD MPUD EXHIBITS CONCEPTUAL LANDSCAPE PLANS		FOR REVIEW ONLY NOT FOR CONSTRUCTION		ZEV COHEN & ASSOCIATES, INC. 414 E. SOUTH LANE, SUITE 100 MILWAUKEE, WI 53212 TEL: 414.381.1111 WWW.ZEVCOHEN.COM	
PROJECT NO.	1607	DATE	10/20/16	DESIGNED BY	EC
PROJECT NAME	FOUNTAINHEAD MPUD EXHIBITS	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT ADDRESS	FOUNTAINHEAD MPUD EXHIBITS	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT CITY	MILWAUKEE, WI	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT STATE	WI	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT ZIP	53212	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT COUNTY	WISCONSIN	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT COUNTRY	USA	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT REGION	USA	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT CITY	MILWAUKEE, WI	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT STATE	WI	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT ZIP	53212	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT COUNTY	WISCONSIN	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT COUNTRY	USA	PROJECT NO.	1607	DESIGNED BY	EC
PROJECT REGION	USA	PROJECT NO.	1607	DESIGNED BY	EC

Exhibit E
Traffic Impact Analysis



Via Email: (tharowski@hollyhillfl.org)

Ref: 4146.03



TECHNICAL MEMORANDUM

To: Thomas Harowski, AICP
 From: Andrew J. Ames, PE
 Subject: Support Memorandum for the TIA
 Date: January 17, 2017

The following Technical Memorandum presents a summary of the comments, responses and a quick synopsis to outline the differences between the current site plan and the site plan dated January 11, 2017. This Memorandum has included the following to support the Memo:

- Original Site plan submitted with the Traffic Impact Analysis (June 2016)
- Revised and Current Site plan for use (January 2017)
- Responses to all comments related to this project
- Description of the Land use plan of today versus June 2016

Table 1 presents the June 2016 and January 2017 development programs for the study:

Table 1
 Comparative Analysis Land Use
 The Fountainhead Development

Land Use	Land Use Plan		Land Use Plan	
	Jun-16		Jan-17	
Apartment Units	88	DU	88	DU
Student/Employee Day-care facility	100	Students	100	Students
General Office	65,000	SF	30,000	SF
Corporate Headquarters	75,100	SF	87,079	SF
Medical Office	20,000	SF	16,000	SF
Bank	7,500	SF	7,500	SF
Fitness Center	-	SF	4,000	SF
Food Kiosk	4,000	SF	4,000	SF

The Site Access has not changed respective to the driveway locations as can be seen on the 2016 and 2017 Site Plan attachments.

The projects trip generation tables are found below. *Table 2 presents the original net trip generation.* The New External trips are identified along the right column and are to be compared with *Table 3 current net trip generation.*

Thomas Harowski, AICP
January 17, 2017
Page 2

Table 2
Comparative TRIP Generation
The Fountainhead Development
Original 2016 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	335	335	670	0	0	0	0	0	0	335	335	670
	Office	1,502	1,502	3,004	24	23	47	0	0	0	1,478	1,479	2,957
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		2,977	2,977	5,954	217	217	434	331	316	647	2,429	2,444	4,873
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	11	9	20	0	0	0	0	0	0	11	9	20
	Office	404	45	449	2	2	4	0	0	0	402	43	445
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		500	150	650	14	14	28	31	24	55	455	112	567
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	9	11	20	0	0	0	0	0	0	9	11	20
	Office	71	401	472	3	3	6	0	0	0	68	398	466
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		237	542	779	29	29	58	47	42	89	161	471	632

Table 3
Comparative TRIP Generation
The Fountainhead Development
Current 2017 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	1,343	1,343	2,686	0	0	0	0	0	0	1,343	1,343	2,686
	Office	1,210	1,210	2,420	24	23	47	0	0	0	1,186	1,187	2,373
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		3,693	3,693	7,386	217	217	434	331	316	647	3,145	3,160	6,305
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	42	38	80	0	0	0	0	0	0	42	38	80
	Office	340	36	376	2	2	4	0	0	0	338	34	372
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		467	170	637	14	14	28	31	24	55	422	132	554
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	38	43	81	0	0	0	0	0	0	38	43	81
	Office	61	360	421	3	3	6	0	0	0	58	357	415
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		256	533	789	29	29	58	47	42	89	180	462	642

Thomas Harowski, AICP
January 17, 2017
Page 3

The significant difference between the two land use plans is found with the day care facility. It is important to note that ITE does not typically permit internal capture however the purpose of the day care is to provide a support facility to employees and the public. This will lead to an overall internal capture rate of approximately 50% conservatively and reducing the current trip generation below the original trip generation for the site.

Additionally, the MPUD has added language requiring the NB connection to Walker Street to be built with the initial building. Based on the current proposed Land Uses and the currently proposed site access plan a revised TIA will not create any significant changes in recommendations. Additional improvement conditions are not anticipated for this project.

Encl: Comment Response Letter, prepared by Lassiter Transportation Group, Inc.
6/16 and 1/17 Site plans
6/16 and 1/17 Land use plans

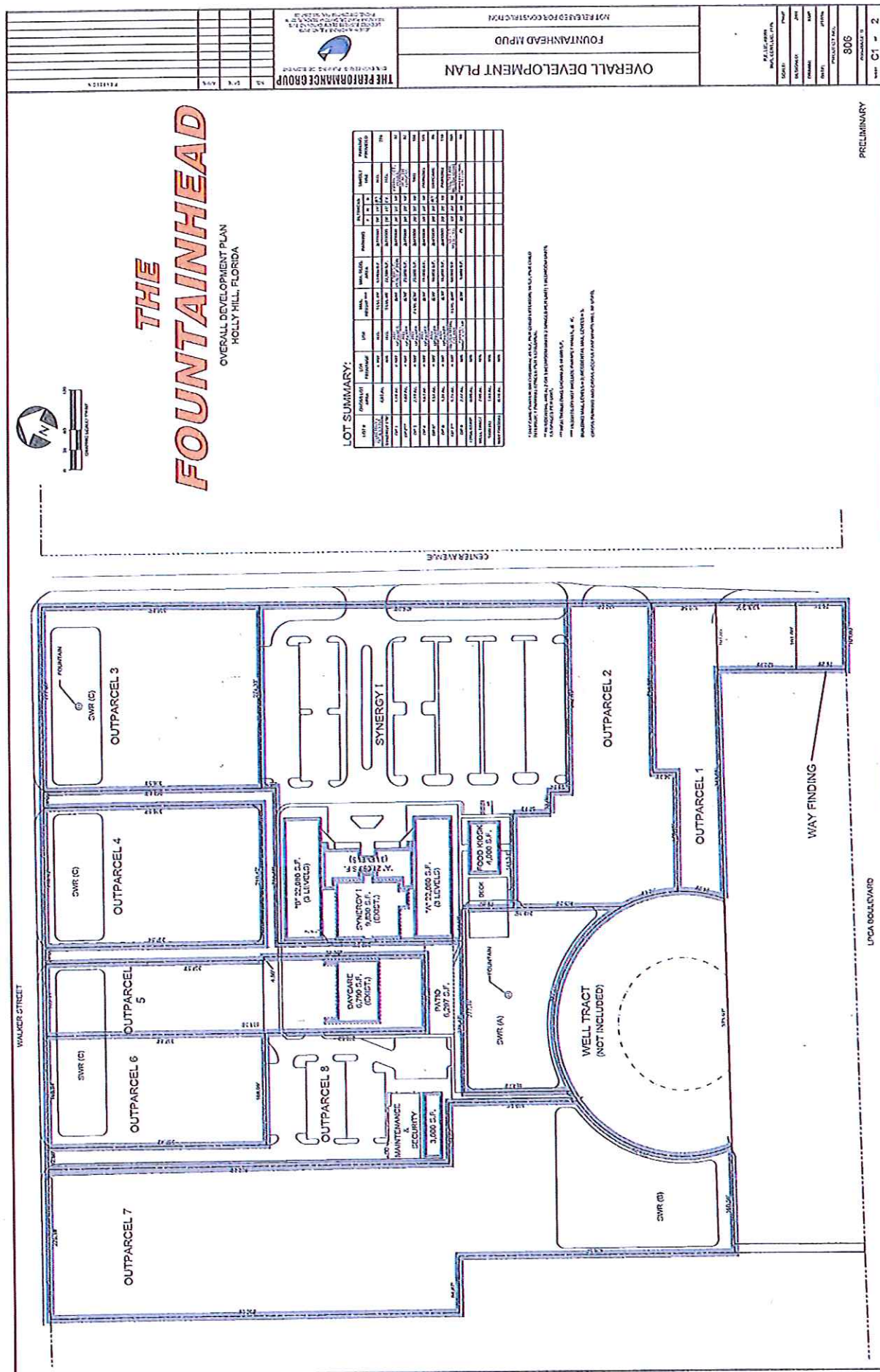
I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

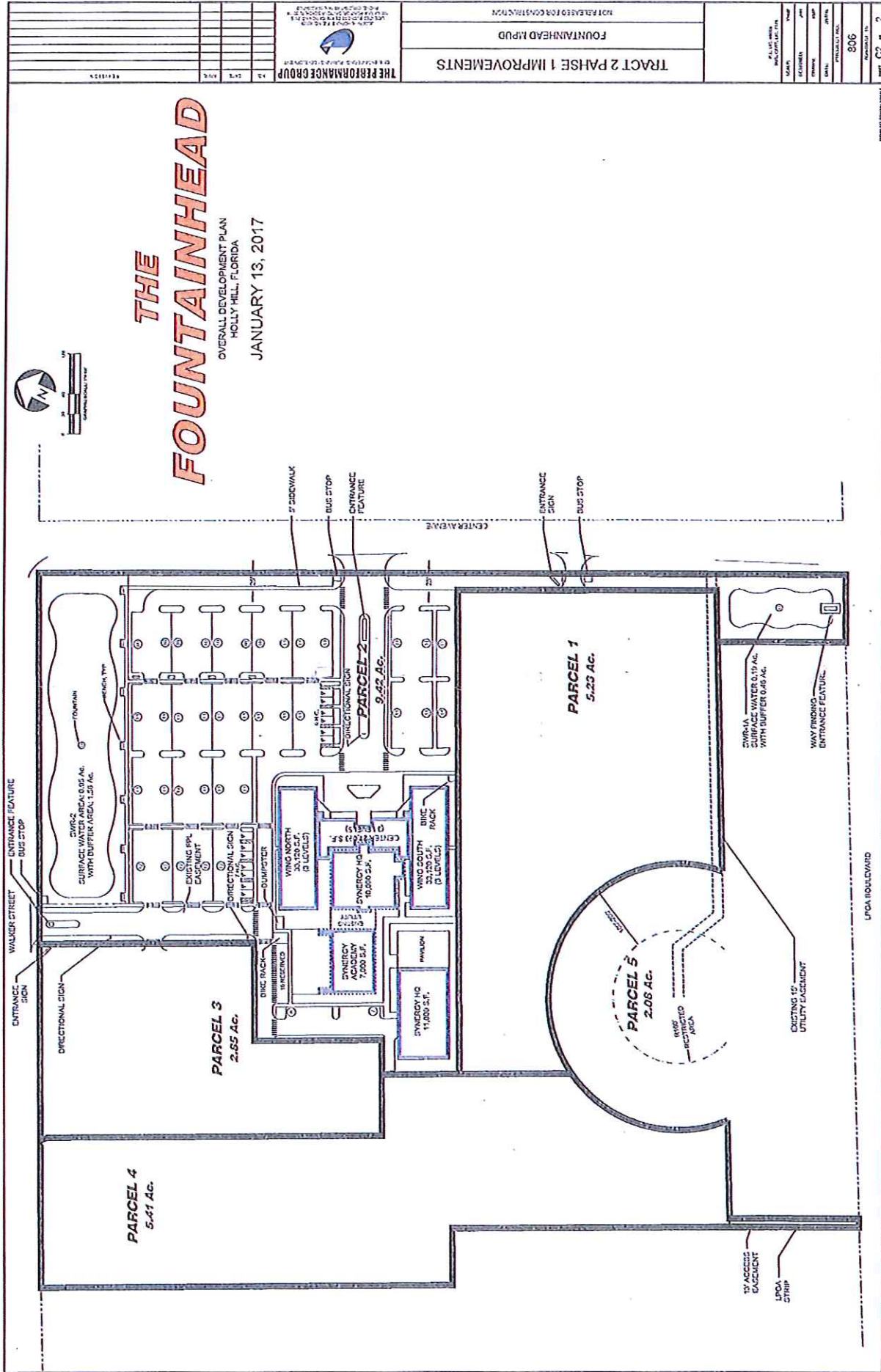
Name: Andrew J. Ames, P.E.

Signature: Andrew J. Ames, P.E.

Florida PE License No.: 52570

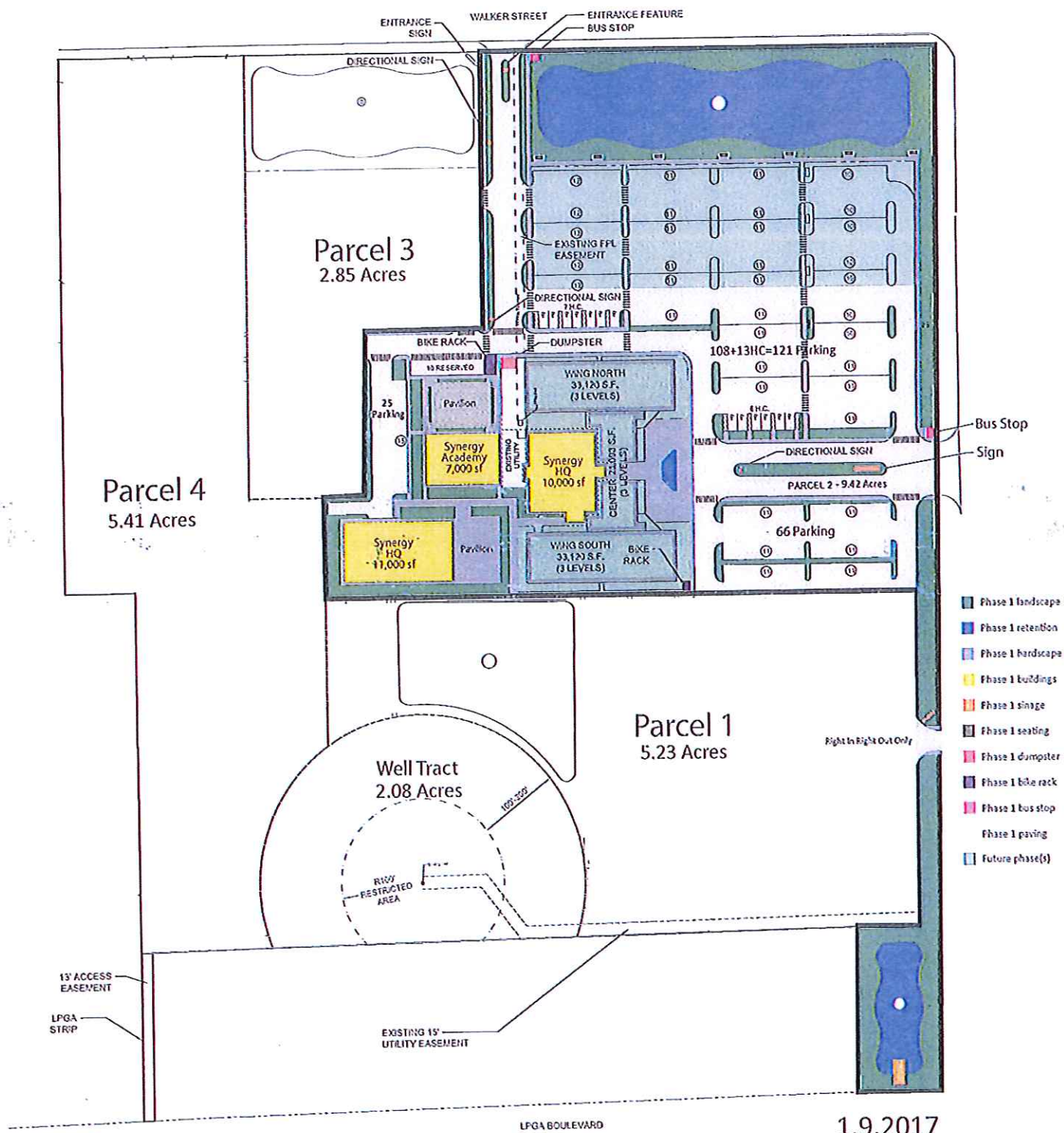
Date: January 17, 2017







FOUNTAINHEAD PARCEL 2 PHASE 1 IMPROVEMENTS





FOUNTAINHEAD

The Fountainhead at Holly Hill – Sequencing Projection

End of Year	Use	Parcel	New People	Total people	Recapture	Sq. footage	Notes
2017	HQ	2	140	140	N/A	21,000	Former media/new build
	Academy	2	50	50	N/A	7,000	Former gym
2018	HQ	2	+70	210	N/A		No build
	Academy	2	N/A	See note	N/A		50 day + 25 night
2019	HQ	2	+105	310	N/A	22,000	Wing
	Academy	2	N/A	See note	N/A	11,000	Wing
	Food	1	See note	See note	>50%	4,000	4 ees + 10 cars
	Fitness	1	See note	See note	>50%	4,000	public
							2 ees + 10 cars
							public
2020	HQ	2	+157	472	N/A	22,000	Wing
	Academy	1	+25	See note	N/A	11,000	Wing, 75 day, 50 night = 125
	Day care	1	See note	See note	>50%	6,000	8 workers + 30 cars, public drop off
2021	Clinic	1	See note	See note	<20%	16,000	8 workers + 50 cars public in/out
2023	Office	3	120	120	N/A	30,000	4 ees/1,000 sf
2023	88 workforce housing units	4	See note	See note	N/A	+90,000	Lottery any time 2018-2026
							Average 1.8 people/unit



Ref: 4146.03

January 3, 2016

Thomas Harowski, AICP, City Planner
City of Holly Hill
1066 Ridgewood Avenue
Holly Hill, Florida 32117-2898
(386) 248-9424

Subject: Fountainhead, Holly Hill Traffic Impact Analysis (TIA) – Response to Volusia County Traffic Engineering and City of Holly Hill Review Comments

Dear Mr. Thomas Harowski:

Lassiter Transportation Group Inc. (LTG) has prepared a Response to the comments from the City of Holly Hill and the Volusia County Traffic Engineering for the proposed Fountainhead project. The following responses are provided to address the comments from the review:

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 07/08/2016

1. The TIA report is based on a concept plan that does not reflect the plan submitted with proposed MPUD agreement dated June 29, 2016 nor the subsequent submittal dated July 6, 2016. In addition, the TIA does not reflect the phased development proposal that is contained in the MPUD. The TIA needs to be re-evaluated applying the proper concept plan. (This discrepancy is addressed in the Volusia County comments as well.)

Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

2. As the results of the TIA appear to be heavily dependent on the distribution of traffic to Walker Street, the phased plan approach which does not provide for access to Walker Street with Phase 1 may affect the recommendations.

Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

3. As with all modelling, the output needs to be tempered with a common-sense review of the output. It seems highly unlikely to me that the 58% of the site traffic heading westbound will split 57% to Walker and 1% to LPGA as Figure 3 appears to show. This outcome needs to be more fully justified or the TIA output adjusted.

1450 W. Granada Blvd. Suite 2 • Ormond Beach, FL 32174 • Phone 386.257.2571 • Fax 386.257.6996

www.lassitertransportation.com

Page 2

Mr. Thomas Harowski, AICP, City Planner
January 3, 2016

Response: The approved methodology included the TRIP distribution. The percentage of inbound and outbound vehicles total the percentage for the segment as shown on the Model output. Further changes are not required however will be reviewed for consistency.

4. With regard to the standards for turn lanes, the City code references FDOT standards which are somewhat general in terms of the specifics for requiring turn lanes. We supplementing these standards with the Volusia County turn lane standards for consistency with local development and as a basis for making a decision on requiring turn lanes. The peak hour volumes presented in Table 6 appear to support the installation of turn lanes.

Response: The TPO methodology has been followed. The turn lanes will be reviewed for any anomalies.

5. The County comment about more closely examining the AM Peak Hour is especially important given the presence on Center Avenue of a high volume of pedestrian traffic generated by the Holly Hill School and the addition of higher volumes of school related vehicular traffic.

Response: The intersections along Center will be reviewed for school traffic in the morning peak.

6. I also think it is important to re-inforce the concerns that the analysis may not have addressed all of the committed trips from development west of Nova Road (Sams Club as an example) and conditions on Walker Street within the City. The City has approved a redesign of the parking lot for Florida Health Care (US 1 and Walker Street) that will expand access from this large traffic generator to Walker Street when the project is implemented. This intersection does not include turn lanes at US 1 and therefore the operational characteristics of this intersection may be affected.

Response: Noted. A Review of these concerns has been completed and adjusted as needed.

VOLUSIA COUNTY TRAFFIC ENGINEERING COMMENTS, 06/28/16

1. Phased Development: It is our understanding that the development plans for the project now include a "Phase 1" that only consists of a portion of what is being analyzed in the TIA. Access for Phase 1 is only proposed on Center Ave - there is access no proposed access on Walker Street. Please understand that this was not brought to our attention during the methodology phase. As such, the Phase 1 and Buildout traffic will now need to be evaluated separately. Communication with the city reveals that there have been no plans for Phase 2 submitted, so it is unknown when Phase 1 trips would be able to shift to other access points in the development's buildout plan.

Response: The new plan identifies connection points to Walker Street. And connection to Walker Street has been required as part of the MPUD Agreement.

2. Number of Driveways: The ODP submitted in the methodology document showed three driveways on Walker St and three on Center Ave. This conflicts with the site access figures in the TIA since it only shows one off of Center Avenue and one off of Walker Street. Please explain this. The revised

Page 3
Mr. Thomas Harowski, AICP, City Planner
January 3, 2016

TIA will need to show that the driveway connections in the TIA are coordinated with the driveway connections on the conceptual site plan.

Response: Noted.

3. Buildout Date: Based on comment #1, please work with the applicant to revise, or confirm, the 2017 buildout year.

Response: Noted.

4. Table 2, LPGA Blvd at Nova Road: PM peak hour: Please rerun the HCS analysis with existing green timings. Controllers minimum green = minimum green + 1 extension.

Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

5. Tables 3 and Table 9 suggest optimizing the signal timings at LPGA & Nova to reduce the v/c ratio to below 1.0. The Nova Road corridor was recently retimed by FDOT. Optimizing the timings at this single intersection may require adjustments to other signals on the Nova Road corridor.

Response: Noted. Typically optimizing timings in HCS versus field can be different. If improvements such as additional turn lanes were needed at an intersection optimizing the coordinated splits of a signal in coordination is the optimization procedure. This would not impact the corridor timings.

6. Table 4: Why is there no Existing AM condition analysis as part of this TIA? The project is very close to a school (Holly Hill K-8).

Response: A review of the School operation will be added to the Revised TIA. Operational issues will be noted and described as it could pertain to the site.

7. Page 5, Intersection Improvements Needed: Regarding LPGA Blvd at Nova Rd intersection, please refer to comment #4.

Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

8. Page 12, Internal Capture: Related to our comment #1, please reanalyze internal capture for Phase 1 since this impacts the roadway network and driveway volumes.

Response: Internal Capture will be reviewed. Internal capture typically reduces the overall generation but does not involve distributing volume. The pass by volume will be reviewed as well for the same purpose.

Page 4

Mr. Thomas Harowski, AICP, City Planner

January 3, 2016

9. Figure 3, Trip Distribution: Regarding our comment #1, please revise the trip distribution based on the access to both Walker St and Center Ave for Phase 1. It is our understanding that plans show access proposed on only Center Ave.

Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

10. Figure 3: Trip Distribution appears to be incomplete. The percentages do not add up correctly. There is no percentage on Center Avenue between Driveway 2 and LPGA Blvd. What is the percentage of trips using Driveway 1 and using Driveway 2?

Response: This will be labeled with the revised TIA.

11. Figures 4a and 4b: Nova Rd/Walker St intersection: Please confirm that the southbound left-turn lane and westbound right-turn lane both have adequate storage to handle future volumes. We believe that turn lanes will need to be lengthened.

Response: The Storage will be evaluated with the revised TIA.

12. Driveway 1 will not be included in Phase 1. Please revise this to show volumes at Driveway 2. Comment to the city: The turn volumes show the need for several right and left-turn lanes at the driveways. Please check the city's code for turn lane requirements as the county will not be making these requests since Walker Street and Center Avenue are city roads.

Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

13. Table 9: We are seeing a similar issue with the existing having minimum Greens too short.

Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings. A review of the timings will be completed for the revised TIA.

14. Site Access: Please work with the city to determine if turn lanes are needed per the city's land development code.

Response: Noted.

15. Table 10, Growth Rate and LOS of LPGA Blvd between Tomoka Farms Road and Williamson Blvd: A growth rate of 1% was used for LPGA, yet many development trips have been approved and vested by the City of Daytona Beach on that segment. We do not see where this was considered or addressed, and based on past TIA reviews in the area we know that this segment of roadway is over-capacity with only limited and phased improvements. Please address this. We are including our methodology comment, which needs to be reiterated since the applicant stated that this comment would be addressed: *"Build-out Traffic, page 6: Additional information prior to TIA methodology approval is required. While we understand that the growth rate in the immediate area is minimal, the growth rate on LPGA Blvd near the I-95 Interstate interchange is not. The methodology needs to specify up front, what growth rate will be used. Vested trips on LPGA Blvd from City of Daytona Beach approved projects are required to be considered. Documentation should*

Page 5

Mr. Thomas Harowski, AICP, City Planner
January 3, 2016

be placed in the TIA methodology appendix." Additionally, related to this, the following methodology comment was also provided and not addressed in the TIA: "Critical/Near-Critical Roads: A) Due to the approval of Tanger Outlets and Minto Development, LPGA Blvd between Tymber Creek Road and Williamson Blvd is considered Critical/Near-Critical. Although Fountainhead's impact is proposed to be less than 5% on these links, its impact is still required to be analyzed. Additionally, impacts to over-capacity roads will be required to be mitigated."

Response: This has been completed as part of the approved methodology.

16. Table 10, Hand Ave (Clyde Morris Blvd to Shangri La Drive): This is a failing segment, and the capacity is not 3,410. This section is currently 2 lanes. The vehicle/capacity ratio is now currently over capacity, which will require a proportionate fair share improvement for the 51 additional project trips that this development will add to the roadway link.

Response: Roadway Segment Analysis (Pg. 8) reflects the recommendation to widen Hand Ave (Clyde Morris Blvd to Shangri La Drive) from 2-lane undivided roadway to a 4-lane divided major collector. We identify failures and solutions to these failures prior to applying the project trips per the R2CTPO guidelines.

17. Multimodal Analysis: A Multimodal Analysis was missing from the TIA. The following methodology comment was provided to the applicant: *"The TIA needs to analyze multimodal access (pedestrians, bicycles, transit) on site and off site. How will children safely walk or bicycle to school/school bus stops? Will there be crosswalks needed?"* Please include a completed development design guidelines checklist in the TIA appendix." Please identify how the site plan will encourage bicycle, pedestrian and transit mobility options. Please provide details regarding how the site will provide safe and convenient access to the site entrances for non-motorist customers and employees. The site will generate additional need for transit. Describe how the transit user will access the site from the current transit route. Please coordinate with VOTRAN (Heather Blanck, Assistant General Manager) regarding whether an additional bus shelter is needed.

Response: The multimodal analysis has been added to the Revised TIA.

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 12/29/2016

1. The report should compare the current master development plan to the plan originally provided to LTG and note any impacts to the study that might result from modifications to the plan. This review should note why the current plan does not impact the study findings if this is the case.

Response: The current plan and the plan submitted have been compared and the plans are consistent with Access and Land use program.

2. As we have noted in our meetings, the City applies the Volusia County standards for determining whether specific improvements are required. The updated report should compare the findings to these standards.

Response: Discussions related to the final improvements required with the approved study will address Volusia County Standards and variances.

Page 6
Mr. Thomas Harowski, AICP, City Planner
January 3, 2016

3. Even if the impacted facilities will meet the City's level of service standard, the updated report should clearly identify where reductions in the existing level of service will occur. If, for example, Center Avenue currently operates at LOS A currently but will operate at LOS D after the project, this impact needs to be clearly stated.

Response: Impacts identified in the final study preparation will be identified. The Memo for consistency at Zoning will not include this level of detail however we acknowledge this requirement for the future revised study.

4. Figure 3, the Trip Distribution graphic is confusing and very difficult to read. The percentages you presented during the meeting were difficult to discern from the existing graphic. This figure needs to be revised to more clearly display trip distribution.

Response: The figures will be clearly defined with the revised TIA submittal.

5. The report needs to include a detailed response to all of the comments, both City and County, that have been previously provided.

Response: Noted.

6. The report should provide any other information that you believe is necessary to fully explain the model results as they apply to the property and verify that the model results are reasonable as applied to actual traffic behavior.

Response: Noted. This will be completed with the revised TIA.

If you have any questions or concerns related to the responses, you may reach me at (386)-257-2571. Thank you for your consideration of this project.

Sincerely,
LASSITER TRANSPORTATION GROUP, INC.

Andrew J. Ames, P.E.
Senior Project Manager

cc:



Exhibit F
Impact Fee Chart

Proposed Development Impact Fees																			
Corporate HQ																			
Sq. ft./Units																			
PR																			
Fire																			
Police																			
Trans																			
Water**																			
Sewer**																			
Subtotals																			
TOTAL																			
Holly Hill Credits from Prior Use**																			
School area	116,312																		
Fire	1.52																		
Police	0.6																		
Trans	0.44																		
Water**	1422																		
Sewer**	1908																		
ERUs																			
Assumes the following:																			
123,000 Corporate Office																			
16,000 sq. ft. office																			
16,000 sq. ft. medical office																			
4,000 sq. ft. fitness center																			
6,000 sq. ft. daycare																			
4,000 sq. ft. restaurant																			
Total ERUs																			
Actual average daily consumption based on prior billing periods																			
Volusia County Thoroughfare Road Impact Fees																			
Amount Due																			
Use																			
Intensity																			
Rate																			
Fee Amount																			
Corporate Office	123,000																		
Office	16,000																		
Medical Office	16,000																		

tabbles

EXHIBIT

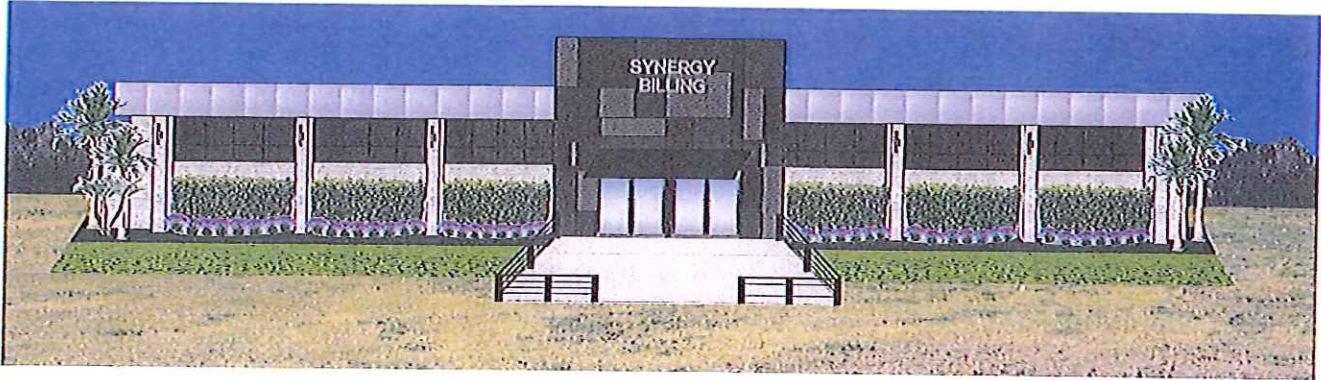
[illegible]

[illegible]

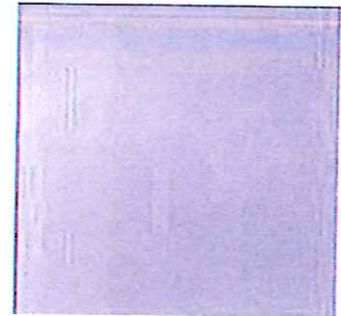
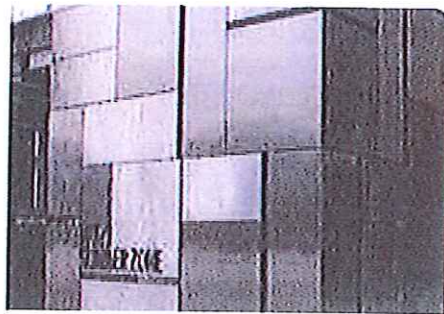
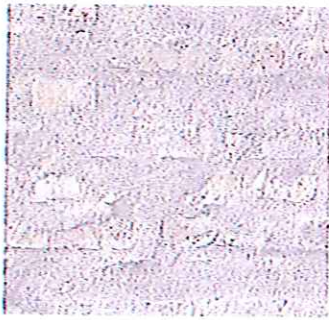
Exhibit G
HQ Architectural Elevations



Fountainhead Synergy HQ Looking West



Typical Materials: Concrete over brick, 3D aluminum panels

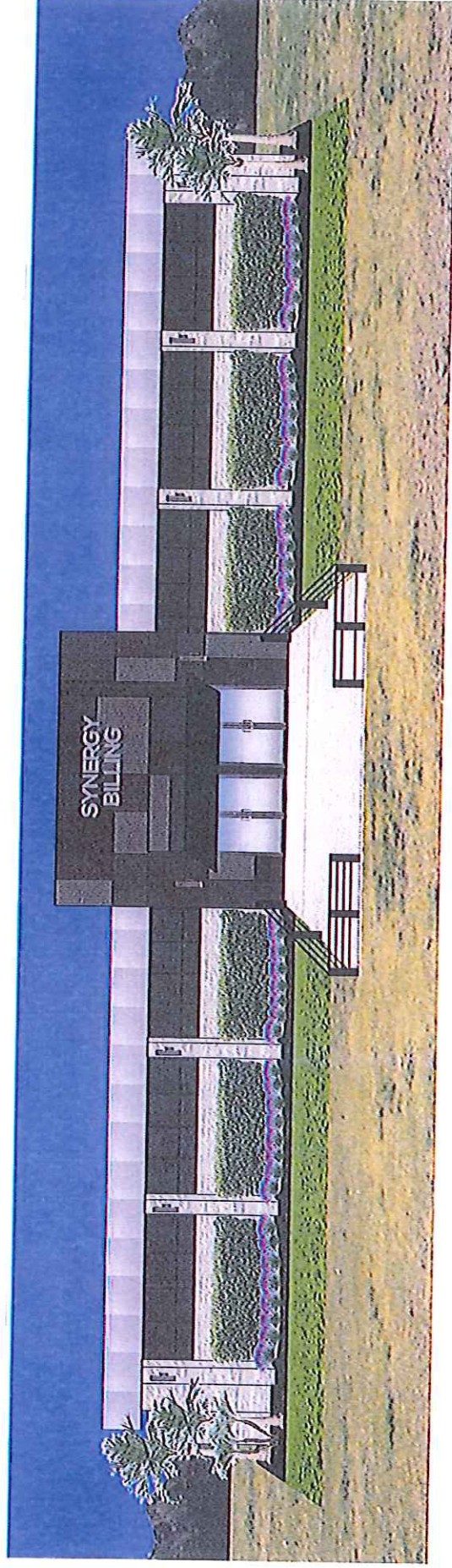


Existing Building



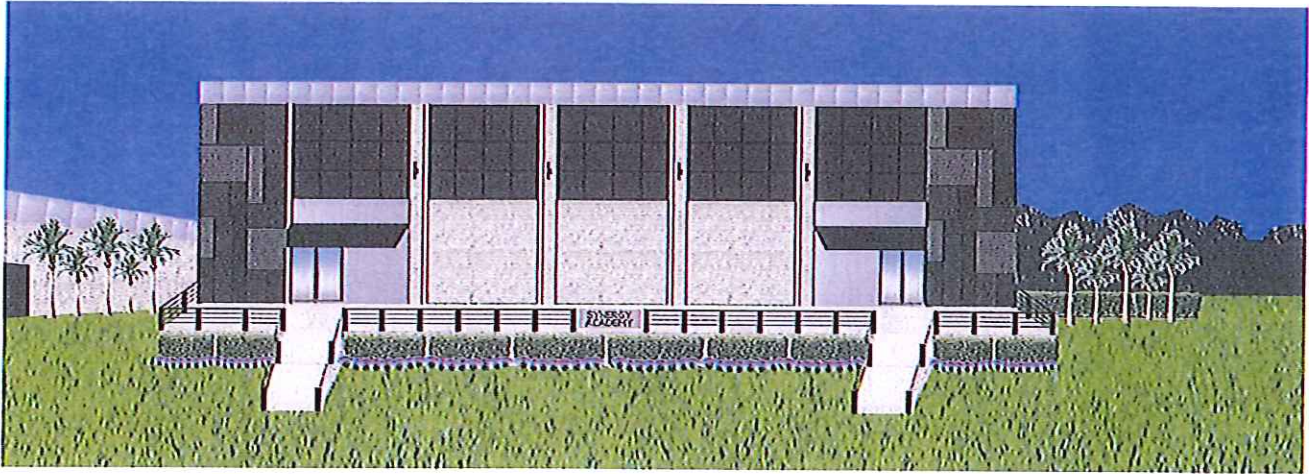


Synergy HQ Looking West

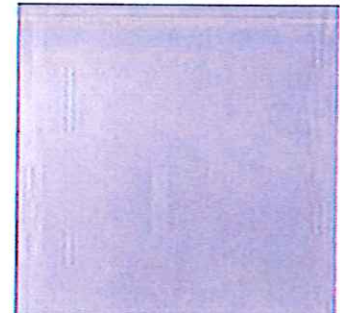
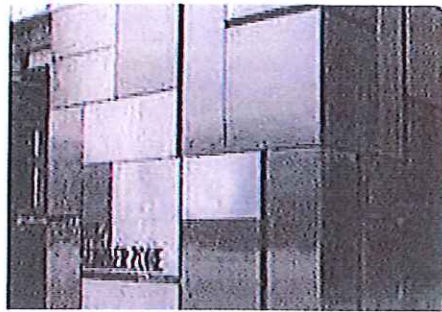




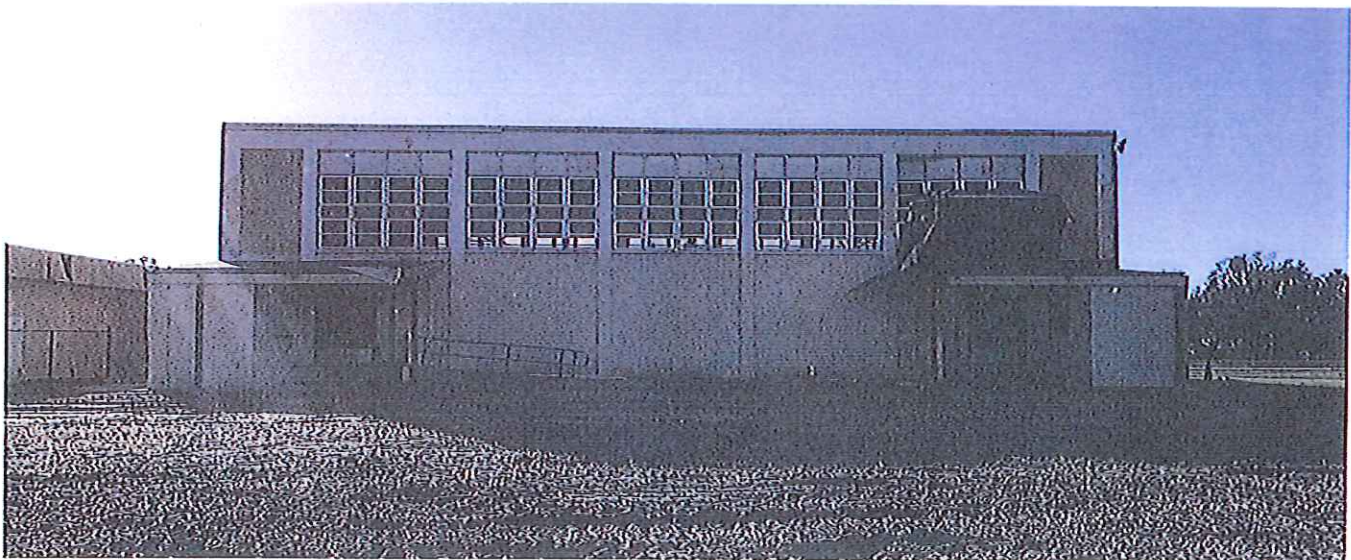
Fountainhead Synergy Academy Looking South



Typical Materials: Concrete over brick, 3D aluminum panels

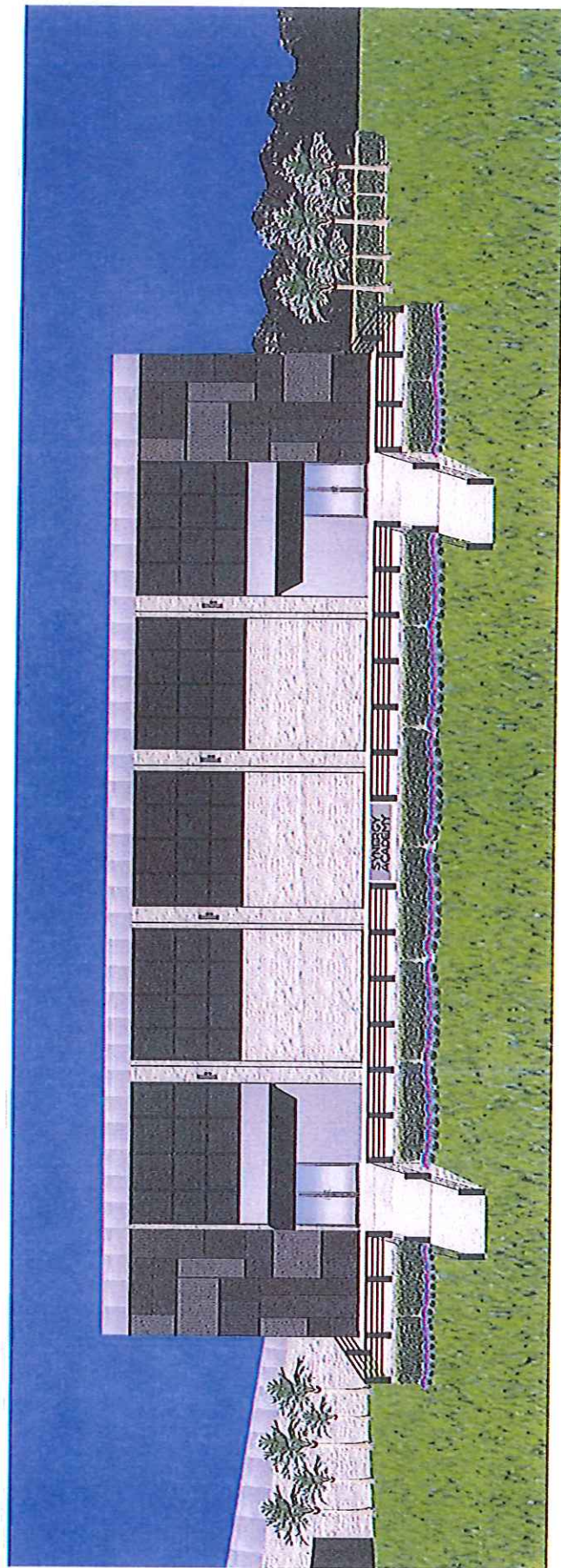


Existing Building



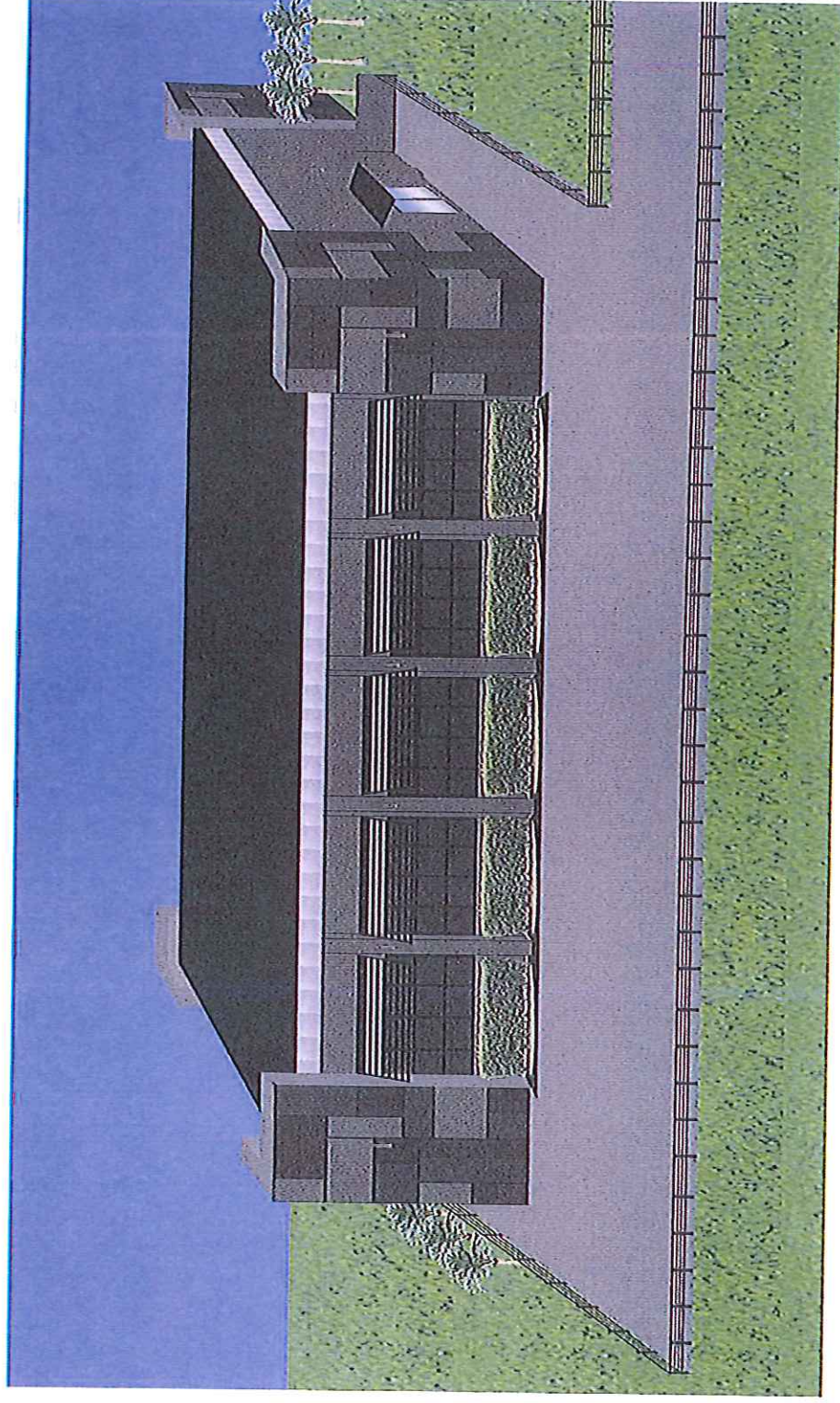


Synergy Academy Looking South



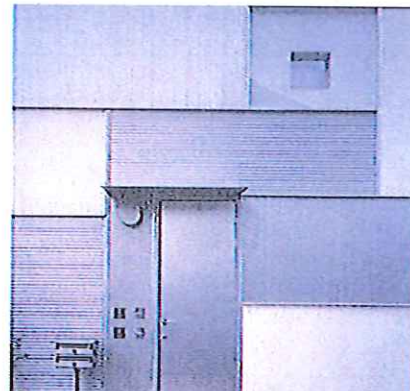
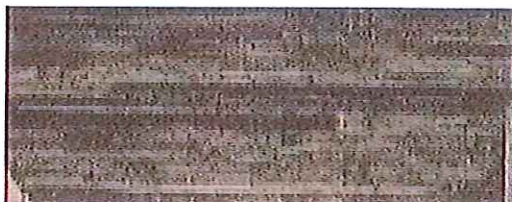
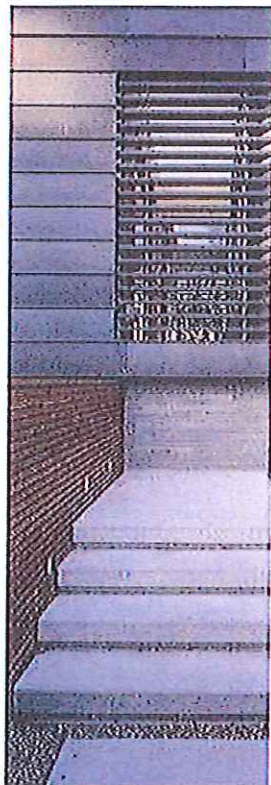
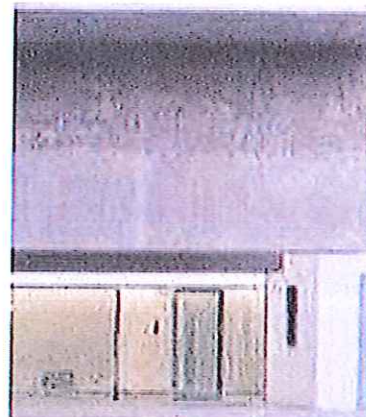


Synergy HQ Looking North (New Building)





Fountainhead Material Alternatives





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

**City Commission
Agenda Item**

MEETING DATE: March 28, 2017
FROM: Valerie Manning
SUBJECT: Volusia County Mosquito Division - Spraying in COHH
NUMBER: (ID # 1627)
APPLICANT:
PLANNER: Joseph A. Forte

DISCUSSION:

This authorizes the Volusia County Mosquito Control to perform low level flights, inspection, and application of insecticides in the City of Holly Hill to provide mosquito control aerial services.

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

For informational purposes only. This is an annual performance by the VCMC.

COMMISSION GOAL:

N/A

MOTION:

Not needed; for informational purposes only by the City Manager.

- Volusia County Mosquito Control Division - Spraying within COHH - CM's Comments (PDF)



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

DAVID DOLENAR
AIRBORNE OPERATIONS/ INSPECTION SUPERVISOR

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
ddolenar@volusia.org

To whom it may concern,

Attached in this correspondence is a *Letter of Authority* which I am requesting to be filled out and returned to the listed address above. This letter is necessary in order for Volusia County Mosquito Control to apply with the required Federal Aviation Administration Certificate of Waiver Authorization (form 7711-1). As in the past, this authorizes VCMC to perform low level flights, inspection, and application of insecticides in your town, city, or county to provide mosquito control aerial services.

Your prompt attention to this request is greatly appreciated. If you have any questions please feel free to contact me if necessary.

Respectfully,


David Dolenar



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

Letter of Authority

We hereby give authorization to the Volusia County Mosquito Control Division to perform low-level flights over our city and/or jurisdiction in connection with their inspection and aerial application of insecticides for the control of mosquito larvae and adults in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control during the calendar year 2017 through March 31, 2018.

SIGNED: Joseph Forté

DATE: 3-10-2018

NAME: Joseph Forté

TITLE: City Manager

CITY/TOWN/COUNTY: Holly Hill

STATE: Florida

ZIP CODE: 32117